

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM NEWBERRY COUNTY
Court of Common Pleas.

Frank R. Addy, Jr., Circuit Court Judge

Case No. 2012-CP-36-00090
Appellate Case No. 2014-002540

Terlizzi Home Improvement, LLC, ...Appellant,

v.

Michael L. Boheler, Jeannette A. Boheler,
and the Palmetto Bank as Assignee of Midlands
Mortgage Corp. Defendants,

Of Whom

Michael L. Boheler and Jeannette A. Boheler are the.....Respondents,

v.

William Terlizzi.....Third-Party Defendant and Appellant.

RECORD ON APPEAL (Vol. 2)

Counsel of record:

Robert M. Cook II
The Robert Cook Law Firm, LLC
P.O. Box 3575
Batesburg-Leesville, SC 29070
(803) 317-2171 (phone)
(803) 317-2175 (fax)
robcook1965@yahoo.com

Attorney for the Appellants

Charles A. Krawczk
Kathleen M. Muthig
Finkel Law Firm, LLC
1201 Main Street, Suite 1800
P.O. Box 1799
Columbia, SC 29202
(803) 765-2935

Attorneys for Respondents

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1 Q Okay. And did they have to have a licensed builder
2 in order to --

3 A That was --

4 Q -- get a loan?

5 A That was my understanding.

6 Q All right. And you were a licensed builder?

7 A Yes, sir.

8 Q Okay. John Harding was not a licensed builder?

9 A No, sir.

10 Q So John would not have been able to do it on his
11 own?

12 A No, sir.

13 Q All right. Tell me: How was the price determined
14 for the contract?

15 A The set of plans I looked at and figured up, and
16 that's how I gave them the price.

17 Q Okay. Tell me about the set of plans. And my
18 understanding is there are two sets of plans?

19 A Yes, sir.

20 Q Okay. And the first set of plans was in April?

21 A Yes, sir.

22 Q Okay. And there's a second set of plans that were
23 in August or September?

24 A I think September.

25 Q Okay. Tell me: When did you first get the April

1 plans?

2 A Probably -- my -- best of my recollection, about a
3 week before I did the contract.

4 Q Okay. And who gave those to you?

5 A John.

6 Q When did you first get the set of September plans?

7 A In September.

8 Q Of -- of that same year?

9 A Of that same year.

10 Q Okay. And who gave you those?

11 A John.

12 Q All right. All right. So you took the April plans
13 and determined the price based upon the April
14 plans?

15 A Yes, sir.

16 Q All right. And you gave that price to John?

17 A Yes, sir.

18 Q And who drafted this contract that's Number 3?

19 A I did.

20 Q Okay. Is this one of your standard contracts?

21 A Yes, sir.

22 Q All right. Did you have any discussions with the
23 contract -- excuse me -- about the contract or the
24 specifications or plans with the Bohelers?

25 A Personally at that time, no.

1 know how --

2 A What --

3 Q -- much?

4 A No, sir.

5 Q Okay.

6 A That's true.

7 Q But you knew your first draw was around \$31,000,
8 correct?

9 A Yes, sir.

10 Q You knew at least \$31,000 worth of work had been
11 done on the Boheler house, correct?

12 A Yes, sir.

13 Q And that you hadn't paid any of that money?

14 A Yes, sir.

15 Q And that the Bohelers had paid some money to John
16 Harding?

17 A Yes, sir. Right.

18 Q All right.

19 A Let me restate something.

20 Q Uh-huh.

21 A As a fact, I did not know that. I assume that now,
22 because I did not know as a fact that they paid him
23 any money at the time.

24 Q Well, you testified that John told you that he had
25 received some money for this job?

1 A That's right. But that's all that I'm saying.

2 But, as a fact, I don't know that it was done is
3 what I'm trying to say. I -- I --

4 Q Well, John told you it had been done?

5 A Yes, sir. That --

6 Q And the work had been done?

7 A The work had been done.

8 Q So the reasonable conclusion is that he had been
9 paid money for this house?

10 A He had been paid some money, yes, sir.

11 Q And the reasonable conclusion is that money
12 would've been paid by the Bohelers pursuant to the
13 contract, correct?

14 A Again, a -- I assume so, yes, sir.

15 Q All right. Now, let's assume this house had all
16 gone to plan, all right? no problems, no issues.

17 A Yes, sir.

18 Q The Bohelers would've paid a 200 -- \$22,500
19 deposit, correct?

20 A Yes, sir.

21 Q And the bank would've paid out \$225,000 in loan
22 proceeds?

23 A Yes, sir. Right.

24 Q All right. So at the end of the job, if everything
25 had gone according to plan, the Bohelers would be

1 Q Okay. Should he have to pay for work that's not
2 done in a neat and workmanlike manner?

3 A Are we speaking generally, or are we --

4 Q In general.

5 A In general, no, sir.

6 Q Okay. All right. When the -- until -- at some
7 point in time, the Bohelers asked you to come and
8 take over this job, correct?

9 A Yes, sir.

10 Q Prior to that, you weren't on -- were you on site
11 at all?

12 A I was doing some electrical work there.

13 Q All right.

14 A That's when the Bohelers approached me -- or their
15 daughter, actually.

16 Q Okay. And what did her -- the daughter say?

17 A I was working -- I think it was one Sunday -- and
18 she asked me if I'd seen John. And I said, "No, I
19 haven't." And she said that the -- her -- I guess
20 mother -- I -- I think it's a -- I don't know, but
21 that --

22 Q Uh-huh.

23 A -- the parents were trying to get in touch with
24 him.

25 Q Okay. And anything else?

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1 A And that they just hadn't been able to get in touch
2 with him.

3 Q Okay. Was that the -- when you were doing the
4 electrical, that was the only time that you had
5 been on the job?

6 A I'm sure I stopped by before just to come by and
7 see John and see how things were going.

8 Q Okay.

9 A I had some employees at one time -- my employees
10 were helping John in the beginning.

11 Q Okay. And prior to you coming on the job, were you
12 involved at all in -- in hiring subs or bringing
13 subs to the job or anything like that?

14 A No. I mean, I -- John would use some subs that I
15 have used before that he knew.

16 Q Okay.

17 A And if -- if -- if he did that, I paid him out of
18 the funds that came from the proceeds.

19 Q Okay. Let's look at Number 2. It says, "To the
20 extent required by law, all work shall be performed
21 by individuals duly licensed and authorized by law
22 to perform said work." Do you know if that was
23 done on this jobsite prior to you being involved?

24 A I assume so.

25 Q How about afterwards? Is everybody licensed --

1 properly licensed?

2 A Yes, sir.

3 Q Okay. So tell me: What was John's relationship
4 with THI officially? Was he a subcontractor? Was
5 -- on this job?

6 A John was doing the job, and I believed he could do
7 the job, and I was there, again, to -- for the -- I
8 mean, for the license. That's the -- that's what
9 it was --

10 Q All right.

11 A -- on this job.

12 Q It was THI's job, correct?

13 A By the contract, yes, sir.

14 Q By the contract.

15 And that's what the Bohelers are relying on,
16 correct?

17 MR. COOK: Object to the form.

18 Q You had no other arrangement with the Bohelers,
19 other than the contract, that you knew about?

20 A That I know about.

21 Q John has to have some relationship with THI. He's
22 either a subcontractor being hired by --

23 A Uh-huh.

24 Q -- THI to do the job, or he's an employee. Is
25 there any other basis by which --

1 A Friend.

2 Q -- you can --

3 He's a friend?

4 A He's a friend.

5 Q All right. So -- and, again, I guess I don't
6 understand the -- the legal significance of having
7 a friend on the -- on the job.

8 You did -- did you have a written contract
9 with John?

10 A No, sir.

11 Q Okay. And for all intents and purposes, when John
12 -- John was on the job, he called the shots?

13 A Yes, sir.

14 Q And did he have to come back to you for any -- to
15 -- to get any okays or -- or anything for anything
16 on the job?

17 A No, sir.

18 Q He -- he would make the decisions on the job what
19 needed to be done?

20 A Yes, sir.

21 Q Well, I guess that brings me to looking at number
22 -- my eyes are getting bad -- Number 5, this
23 contract that you drafted, and it says, "Any
24 alteration or deviation from the Specifications
25 involving extra labor and/or material costs will

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1 become a change order over the agreed contract
2 amount." And it goes on to say, "All change orders
3 shall be in writing and signed by both the
4 Contractor and the Owner"; is that correct?

5 A Yes, sir.

6 Q Now, was that the intent of THI when he entered
7 into this contract that all change orders shall be
8 in writing and shall be signed by both the
9 contractor and the owner?

10 A Yes, sir.

11 Q Okay. Why wasn't that done on this job?

12 A Poor paperwork.

13 Q All right. In fact, no paperwork.

14 A There is some. Yes, sir. There is -- I know of
15 one change -- when I got involved, there was a
16 change order.

17 Q Okay. You had a change order that is signed by
18 both yourself and the Bohelers?

19 A No, sir. I -- I had one that I was -- I gave to
20 Keith Myers.

21 Q Okay. And did Mr. Myers sign it?

22 A Mr. Myers told me to do it. I was waiting for a
23 signature.

24 Q Okay. But the contract requires that he have a
25 signature?

1 and they aren't drawn up or written up, and it's
2 all settled at the end.

3 Q Okay. So even back to the beginning, you're saying
4 that they agreed to change orders as they went
5 through?

6 A No, sir.

7 Q Okay. So as the work was being done, is it your
8 testimony -- let me back up.

9 As the work is being done and the changes are
10 being made, did the Bohelers' request from you any
11 extras?

12 A Yes, sir.

13 Q Okay. And how did that happen?

14 A They -- well, some -- well, one in particular was
15 the heating and air units --

16 Q Okay.

17 A -- we changed and the flooring, and off the top of
18 my head, I really don't know --

19 Q Okay.

20 A -- any others.

21 Q Is it also -- is it also part of construction that
22 the builder can sometimes agree to do extras and
23 not charge anything for it?

24 A I assume so.

25 Q Could that also be a possibility in this case?

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1 we're here for.

2 Q Well, you either -- you either have a belief now or
3 you don't. Was it binding on THI?

4 MR. COOK: Object. Ask and answered. He said
5 he didn't know.

6 Q All right. So as you stand here today, you don't
7 know if John had the authority while he was on the
8 job what -- all right.

9 Your understanding was he was the man that
10 called the shots, right?

11 A Yes, sir.

12 Q So you weren't involved in the day-to-day
13 activities of -- of the construction, correct?

14 A Correct.

15 Q You weren't involved with the Bohelers and what he
16 was saying to the Bohelers or not saying to the
17 Bohelers?

18 A No, sir.

19 Q All right. He didn't have to come to you for any
20 authorizations to do anything, correct?

21 A Correct.

22 Q Would it be fair to say he had the authorization to
23 do whatever he felt he needed to do on this job?

24 A I -- I guess so.

25 Q And that would include agreeing to do work without

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1 charging extra money to the Bohelers?

2 A If he did. I don't know that he did.

3 Q All right. Does it sometimes also happen that
4 changes are made that, when balanced against the
5 original specifications, don't add up to extra
6 money?

7 A Yes, sir.

8 Q Okay. And -- and sometimes a contractor can agree
9 to make a change order based upon the fact that
10 it's not going to change the bottom line, correct?

11 A Correct.

12 Q And would it be fair for the Bohelers to rely upon
13 a statement by John Heiler -- excuse me -- by John
14 Harding that a particular change is not going to
15 result in any extra charges?

16 MR. COOK: Object to the form. (To the
17 deponent) You can go ahead and answer.

18 A From Mr. Harding, I assume so.

19 Q I mean, you trusted him to do the job, correct?

20 A Yes, sir.

21 Q And you trusted him to know what he was doing?

22 A Yes, sir.

23 Q And so the bookkeepers ought to be able to trust
24 him that he knows what he's doing, correct?

25 A Yes, sir.

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1 Q So would -- well, you've already asked that.

2 All right. So if John had promised a barn, a
3 dock, and a fence to the Bohelers because it
4 wouldn't have resulted in any extra money, would it
5 have been fair for them to rely on that?

6 MR. COOK: Object to the form. (To the
7 deponent) You can answer.

8 A If you believe John agreed to do that.

9 Q Okay. I'm not John. I can't testify for him.

10 A I -- I can't either.

11 Q All right. Look at Number 6, if you would, on the
12 contract. Now, Number 6 is similar to Number 5.
13 And I want to try to understand the differences.
14 Now, Number 6 talks about change -- "It is
15 understood that the price agreed upon herein does
16 not include change orders or the possible expense
17 entailed with coping with hidden or unknown
18 contingencies in the jobsite." So, as I understand
19 Number 6, it's referring to change orders and
20 hidden or unknown contingencies. Are they two
21 different things?

22 A I don't know how to answer that.

23 MR. COOK: (To Mr. Krawczyk) Yeah. Are you
24 talking about -- he may be thinking that
25 hidden and unknown are two different things as

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1 opposed to --

2 MR. KRAWCZYK: Yeah.

3 Q I -- I'm looking at -- and I -- how I'm reading it.
4 This isn't my contract. I didn't draft it, so I'm
5 just trying to ask you. As I understand it,
6 there's change orders, which we've discussed is
7 where --

8 A Right.

9 Q -- that they agree to something different that
10 what's in the specifications. And then there's
11 hidden and unknown contingencies found at the
12 jobsite.

13 A Right.

14 Q Okay?

15 And -- and I'm just trying to speed things up.
16 I'm not trying to put words in your mouth.

17 A Uh-huh.

18 Q As I would understand, a hidden contingency might
19 be a giant granite boulder under the jobsite as you
20 start to excavate --

21 A Correct.

22 Q -- or some unknown thing that you discover during
23 the jobsite?

24 A Correct.

25 Q Okay. Now, is your understanding were there any

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1 contingencies -- or hidden or unknown contingencies
2 on this jobsite?

3 A From my understanding is there were problems with
4 foundation.

5 Q Okay.

6 A I understand that from both Mr. Boheler and John
7 Harding.

8 Q All right. Do you know if there was any extra
9 costs borne by THI as a result of that?

10 A There were extra costs, yes, sir.

11 Q Okay. Was that something THI paid for?

12 A It came off the monies, yes, sir.

13 Q Okay.. Now, as I understand it, THI didn't pay any
14 money --

15 A Uh-huh.

16 Q -- until the foundation was completed, correct?

17 A That's correct.

18 Q The foundation --

19 A Well, not all the foundation was complete when the
20 first draw was issued.

21 Q All right. When the first draw was issued, though,
22 the -- the -- the foundation had been poured, the
23 slab was in. And we can go through this --

24 A Yeah.

25 Q -- in a little bit, but I'm just trying to make

1 sure.

2 A Uh-huh.

3 Q So the excavation of any rock or any issues of that
4 would've happened before you poured a basement
5 slab?

6 A Yes, sir.

7 Q Okay. So if, you know -- other than that, is there
8 any other contingency that you know of that existed
9 with this?

10 A No, sir.

11 Q Okay. Now, looking at Number 6, which talks about
12 change orders and contingencies.

13 A Uh-huh.

14 Q It says that "the contractor will give a cost of
15 work to the owner," okay? But let me back up and
16 catch this.

17 "The contractor will give a cost of work to
18 the owner and if accepted will be paid by the owner
19 before the work is started." All right. Was that
20 done, to your knowledge, at any time?

21 A I don't know.

22 Q All right. And what is the purpose of giving the
23 homeowner a scope and cost of work before doing a
24 change order? Why do you do that?

25 A I don't -- I don't quite understand. What --

1 Q Well, this requires that you price out your change
2 order before you perform the work, correct?

3 A If you can, yes.

4 Q Okay. And it -- it requires that you give them in
5 advance what it's going to cost, correct?

6 A (Nods head up and down.)

7 Q Is that a "yes"?

8 A Yes, sir. I'm sorry.

9 Q Why do that?

10 A So people know what the cost could be.

11 Q All right. So -- so the homeowners aren't
12 surprised at the end of the cost, correct?

13 A Correct.

14 Q And that the -- and that the contractor can
15 anticipate what he's going to get paid?

16 A Correct.

17 Q And, in fact, in your contract it requires that it
18 be paid in advance?

19 A Correct.

20 Q And that's to keep everybody happy, correct?

21 A Correct.

22 Q And that's to keep there from being
23 misunderstandings at the end of the job?

24 A Yes, sir.

25 Q Okay. But that wasn't done on this job, was it?

1 A It doesn't seem to be.

2 Q Now -- and for -- for any change order or hidden
3 contingency to be valid under this agreement, it
4 would have to had been in writing in advance,
5 correct?

6 A Correct.

7 Q It'd have to be signed by both THI and the
8 Bohelers, correct?

9 A According to the contract, correct.

10 Q And it would have to have been paid in advance,
11 correct?

12 A Correct.

13 Q And you don't have any of those. Pursuant to the
14 contract, none -- none of that has been done?

15 A Correct.

16 Q All right. At the bottom of the contract reference
17 is -- Number 2 says, "Plans dated April 2010 by
18 David Peek." Those were the plans that you were
19 just discussing before?

20 A Yes, sir.

21 Q All right. Since John Harding was the only contact
22 -- well, let me back up.

23 Prior to you getting involved with the job --

24 A Yes, sir.

25 Q -- John Harding was really the only contract --

1 contact for the Bohelers with THI, correct?

2 A Yes.

3 Q Okay. And he negotiated the contact with them,
4 correct?

5 A I -- I assume so, yes, sir.

6 Q Okay. Well, and he got the contract signed,
7 correct?

8 A Yes, sir.

9 Q And he started the job, correct?

10 A Yes, sir.

11 Q Do you think it would -- is reasonable for the
12 Bohelers to have paid the deposit directly to him?

13 MR. COOK: Object to the form. (To the
14 deponent) You can go ahead and answer.

15 A No, sir.

16 Q Well, why not?

17 A Not to make it out to John Harding. I would think
18 it'd been reasonable to make it out to Terlizzi
19 Home Improvements.

20 Q Okay. Prior to this, there had been no checks made
21 out, correct?

22 A I don't know.

23 Q Well, there were no checks made out to THI?

24 A No. No, sir.

25 Q And no checks were required prior to the entering

1 of the contract, right?

2 A No, sir.

3 Q So this is the first dealings in paying THI that
4 the Bohelers have had, correct?

5 A As far as I know.

6 Q And they are paying the person who is their
7 contact; is that correct?

8 A They are paying John Harding.

9 Q Who is the only person they know involved with THI.

10 A No, sir. They knew I was involved because I -- Mr.
11 Boheler knew John was standing and talking to me.

12 He knew of me. I mean, my name's on the contract.

13 Q Okay. If they had made the check out to William
14 Terlizzi, would it have been okay?

15 A No, sir.

16 Q Okay. So it had to be made out to THI for it --

17 A Yes, sir.

18 Q -- to be -- to be reasonable?

19 A Well, if it was my -- I -- I've got a backup. If
20 they had made it out to William Terlizzi, it would
21 have been deposited in my account and, you know,
22 stamped, endorsed "Terlizzi Home Improvement."

23 Q And the only real difference is you would have
24 known about it, correct?

25 A It would've gone into the proper place it should've

1 gone, yes, sir.

2 Q Okay. But the Bohelers didn't -- you had no
3 dealings with the Bohelers, correct?

4 A No, sir.

5 Q And the only person that's on their jobsite is just
6 telling them make the check out to me --

7 MR. COOK: Well --

8 Q -- right?

9 MR. COOK: -- I object to the form. I think
10 you're assuming.

11 Q Well, they made the checks out to -- to John
12 Harding, correct?

13 A Yes, sir.

14 Q Do you know if John told them to make it out to
15 John Harding or make it out to THI?

16 A No, sir. I don't know.

17 Q So they might have just made it out to John Harding
18 of their own accord?

19 A They could have.

20 Q All right. And are you -- and you're telling me
21 that's an unreasonable thing for the Bohelers to
22 do?

23 A To make a check out to John Harding?

24 Q Yes.

25 A Yes, sir.

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1 Q All right.

2 A If -- if they thought they had a contract with me.

3 Q Okay. But according to you, you were really just
4 doing this to help John Harding?

5 A (Nods head up and down.)

6 Q So even you would -- is that a yes?

7 A Yes, sir.

8 Q So even you would agree that this was really John's
9 job?

10 A Yes, sir.

11 Q And you thought it was John's job?

12 A Yes, sir.

13 Q So why would it be unreasonable for them to pay the
14 Bohelers if it was John's job?

15 A Because my understanding was they needed me as a
16 conduit for the checks that was coming from the
17 bank and everything. So all checks, all monies,
18 should have come through. That's the only way I
19 could have kept up with everything.

20 Q But regardless of whether it was reasonable or not,
21 you knew that some money had been paid?

22 A I did.

23 Q Okay. You did at the time, too.

24 A At what time are you saying?

25 Q Well, when you -- when -- sometime in 2010, you

1 knew.

2 A Yes, sir.

3 Q All right. Turn the page, if you would, to Number
4 5 -- page number 5. Under tips for getting your
5 best performance for your investment, it's
6 basically telling the homeowner not to talk to the
7 workers but to talk to the job contact person. Is
8 that a fair assessment?

9 A Yes, sir.

10 Q And who was the job contact person in this
11 situation?

12 A It would've been John Harding.

13 Q So -- so even pursuant to this contract, John
14 Harding would have been the contact person?

15 A Yes, sir.

16 Q All right. If you would, turn to the builder's
17 specifications. All right. This refers to the
18 contractor and -- and under -- I'm just trying to
19 get an understanding of this being part of the
20 contract. Who -- what is your understanding of who
21 the contractor was on this?

22 A Michael Boheler.

23 Q The contractor?

24 A He was the builder of record, sir.

25 Q So you're telling me that he was -- well, look on

1 the first page of your contract.

2 A For this contract, yes, sir.

3 Q Okay. For this contract.

4 And in fact, under this contract, you were the
5 builder, correct?

6 A Yes, sir.

7 Q All right. And so contractor stands for THI?

8 A Yes, sir.

9 Q All right. Now, you mentioned that Mr. Boheler was
10 the contractor. How --

11 A Yes, sir.

12 Q -- how could that possibly be?

13 A He took out the permits.

14 Q Okay. Does that make him the contractor?

15 A Contractor of -- builder of record. Yes, sir.

16 Q Well, as far as the county's concerned.

17 A Yes, sir.

18 Q But for the actual construction of the house, was
19 he the contractor?

20 A He would have had to be, sir, with John Harding.

21 Q Well, you just told me that you -- John Harding
22 wasn't capable because he didn't have a builder's
23 license.

24 A My -- again, John Harding and Mr. Boheler started
25 the house. Now, I mean, I don't know what question

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1 you're asking now.

2 Q Well, now, I'm just trying to find -- this is a --
3 a completely new thing that you're telling me.

4 Now, you're telling me that we've been discussing
5 this contract --

6 A Uh-huh.

7 Q -- and you've been telling me that -- that Mr.
8 Boheler entered into a contract with THI so that he
9 could have a licensed builder build --

10 A That's --

11 Q -- his --

12 A -- correct.

13 Q -- house.

14 A That's correct.

15 Q All right. And now you're telling me that he
16 didn't need a licensed builder to build his house.

17 A No, sir. I said he needed one for the bank.

18 Q Okay.

19 A To get the money from the bank.

20 Q So how did you -- where did you get this idea?

21 A I was told that.

22 Q By who?

23 A John and Mr. Boheler.

24 Q When did Mr. Boheler tell you that?

25 A One -- it was on the job one time. I -- I first

1 knew it when John was talking with Mr. Boheler on
2 the phone. With the original contract, we were
3 talking about it: that they knew that they would
4 have to -- the bank required that -- a -- a
5 licensed builder. That is why John came to me in
6 the beginning. That's why I've already stated.
7 Mr. Boheler told me that he knew about it when he
8 was talk -- telling me one day on the job how much
9 trouble he was having at the time to get the monies
10 up -- you know, the -- the bank was going through a
11 lot of problems, requiring him to do a whole lot of
12 stuff to get his money available before he'd be
13 able to build the house.

14 Q Mr. Boheler told you that?

15 A Yes. He did.

16 Q I thought you told me you didn't have any
17 discussions with Mr. --

18 A This was --

19 Q -- Boheler.

20 A -- after I was on the job.

21 Q So Mr. Boheler --

22 A This was after the first initial draw.

23 Q Okay. And it was -- was this after you had taken
24 over --

25 A No --

250

1 Q -- the --

2 A -- sir.

3 Q -- job?

4 A No, sir.

5 Q Okay. And tell me exactly where you were.

6 A We were on the jobsite.

7 Q Okay. And who was there?

8 A Mr. Boheler and John, and I couldn't tell you who
9 else was there.

10 Q Okay. So you know Mr. Boheler and Mr. Harding were
11 there, correct?

12 A Uh-huh.

13 Q And Mr. Boheler -- tell me exactly to the -- the
14 extent that you can, what Mr. Boheler told you.

15 A What I just stated, sir. He told me that -- about
16 the bank, the problem they -- I cannot honestly
17 tell you how it came up, but it came up that he was
18 -- that -- that there was a lot of trouble and the
19 bank required him to -- something with -- I think
20 his IRA/his 401k -- I -- I don't know exactly what;
21 but I know there were problems with getting the
22 funding. And that's when we were talking about
23 everything.

24 Q So after the contract had been signed and after the
25 job had been started is when you found this out?

251

1 A Yes, sir.

2 Q Okay. But before that, your understanding would've
3 been that THI was the -- was the qualifying builder
4 for this job, correct?

5 A When the job didn't start and I didn't hear
6 anything from anybody till September, I thought it
7 was a moot point. I didn't even think there was
8 going to be a home built.

9 Q But you -- again, when you entered into the
10 contract, your understanding it was going to be
11 built under THI's license?

12 A Yes, sir.

13 Q Okay. And so all the stuff you're saying happened
14 after the contract was signed?

15 A Yes, sir.

16 Q You found out about it after the contract was
17 signed?

18 A Yes.

19 Q And after the job had started?

20 A Yes, sir.

21 Q And you're saying because Mr. Boheler pulled up
22 permit, that he's the builder?

23 A He's the builder of record, sir.

24 Q Okay. But he's not a builder?

25 A I don't assume he is.

252

1 Q All right. And he didn't swing any hammers, he
2 didn't do any work on this job, correct?

3 A Not that I know of.

4 Q He hired THI as the builder to do that work?

5 A He hired -- yes, sir.

6 Q Okay. And, in fact, you -- (coughs) excuse me --
7 you have filed a lien on this property because you
8 were the builder of record, correct?

9 A Yes, sir.

10 Q So, now, getting back to the contract, and we -- we
11 agree that the contractor, under this agreement,
12 discusses you, correct?

13 A Correct.

14 Q Now, when it came to interpreting these
15 specifications on the job, who would've done that?

16 A The -- John Harding. He was on the job.

17 Q So John would have had the specification, and it
18 was his job to interpret what the intent of these
19 specifications were, correct?

20 A I assume so.

21 Q All right. And the Bohelers have the right to rely
22 on his interpretation of these specifications,
23 correct?

24 A Yes.

25 Q All right. Looking through these specifications,

1 does it refer anywhere to allowances or amounts?

2 A I don't know.. I'll look. Quickly looking at it, I
3 don't see where it does.

4 Q All right. So do you know if -- well, let me back
5 up. Prior to you taking over the job, did you have
6 any discussions with the Bohelers, as to what those
7 allowances may or may not be, within the
8 specifications?

9 A No, sir.

10 Q All right. Do you know if John Harding had any of
11 those discussions?

12 A No, sir. I don't know.

13 Q All right. So coming into this contract, the
14 Bohelers wouldn't have known specifically what
15 allowances that you had made for specific items?

16 A Not this contract, no, sir.

17 Q Okay. Turn to what is the last page of the -- of
18 the contract, under Section, looks like 17, "Home
19 Customization Provisions."

20 A Okay.

21 Q Okay. Number 2 says, "Any upgrade additions made
22 by the homeowner, after contract is signed, shall
23 be paid to builder prior to commencement." So here
24 again, you -- you -- you know, if there was to be
25 an upgrade, they were to pay in advance, correct?

254

1 A Yes, sir.

2 Q Now, you're going to have to forgive me, I -- I --
3 have a tendency to go over and over things
4 sometimes. It's because of how I organize things
5 in my mind, so if I ask you something more than
6 once, I apologize. I can't remember necessarily
7 what I've asked you. So -- all right.

8 Other than doing some electrical work, you had
9 no involvement with the construction of the house
10 until the Bohelers called -- contacted you,
11 correct?

12 A The -- the actual physical construction?

13 Q Yes.

14 A No, sir.

15 Q Your job was to sort of move the money around?

16 A Yes.

17 Q You were a conduit or a pass-through for -- for the
18 payments?

19 A Yes, sir.

20 Q Now, you didn't inspect work?

21 A No. No, sir.

22 Q You didn't oversee any subcontractors?

23 A No, sir.

24 Q You didn't hire or fire subcontractors on the job?

25 A No, sir.

255

1 Q And it would be -- and I -- I'm just going to use
2 this: As I understand, it was sometime around May
3 of 2011 that the Bohelers called you in to -- to
4 come and take over this job?

5 A It may've been. I don't know the --

6 Q Okay.

7 A -- date, but, yes.

8 Q Hopefully, sometime we'll nail that down. I --

9 A Yes, sir.

10 Q -- I'm just using it as a --

11 A That's --

12 Q -- round --

13 A -- good.

14 Q -- number. Okay. All right.

15 MR. KRAWCZYK: (To the court reporter) Let's
16 go ahead and mark that.

17 MR. COOK: (To Mr. Cook) Is that Number 5?

18 MR. KRAWCZYK: Yeah.

19 MR. COOK: What is that, though?

20 MR. KRAWCZYK: This is -- I think these are
21 the documents that were attached to the lien.

22 MR. COOK: Oh.

23 MR. KRAWCZYK: And then there's a -- also, as
24 part of it is a transaction and detail. These
25 are documents that came from y'all. And --

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1 A Yes, sir.

2 Q Now, at this point in time, did you -- did you ask
3 John if the Bohelers had been giving him any money?
4 Or did he indicate that he -- he had been getting
5 any money?

6 A The only money I know of -- again, what we talked
7 about -- was when he told me they had given him
8 some to start.

9 Q Okay. But other than what's been listed here on
10 page -- this -- this Exhibit 5, you're saying that
11 THI has not been paid anything else other than
12 that?

13 A That's what I'm saying.

14 Q Okay. And the total that you've been paid to date
15 is 800 -- 8 -- \$190,875, correct?

16 A Yes, sir.

17 Q All right. What was the state of the house when
18 you took over the job from John Harding?

19 A There was some sheetrock started. Some exterior
20 work was done. Some stonework, which -- well,
21 exterior work. I mean, the framing was complete.
22 And that's -- and it's about what I remember.

23 Q Okay. So the interior frame -- was the roof on?

24 A Yes, sir.

25 Q Windows were in?

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1 A Yes, sir.

2 Q Basement was poured?

3 A Yes, sir.

4 Q Slab was poured?

5 A Yes, sir.

6 Q Plumbing's roughed in?

7 A Yes, sir.

8 Q Framing was up?

9 A Yes, sir.

10 Q Did you do any changes to the framing while you
11 were on the job?

12 A After -- yes, sir.

13 Q Yes. What -- what changes and framing did you do?

14 A We changed the -- the front area for the -- we
15 changed for -- it was a closet; and they wanted a
16 bigger opening from the foyer to the kitchen area.

17 Q Okay. Other than that closet, anything else?

18 A I'm trying to remember. I really don't -- I mean,
19 it's been quite a while. I really don't remember.

20 Q Okay.

21 A But I don't -- none come to my mind right now.

22 Q All right. Why did the Bohelers bring you onto the
23 job?

24 A They said that they could not get in touch with
25 John Harding, and they were -- they were upset.

1 A Right.

2 Q -- and you had the plans from September, that you
3 could finish this house for \$85,000 as you stood
4 that day?

5 A Yes, sir.

6 Q Okay. Now, I know you're saying that there was
7 some change orders going forward from there that
8 may have altered that, okay. But as the house
9 stood, you said you could complete it for \$85,000
10 or somewhere in that amount.

11 A Actually think I said, "we will try."

12 Q Okay. At any time prior to the final draw --
13 ignore the final draw -- were you ever denied money
14 from the Bohelers or the bank that you asked for?

15 A Not that I know of.

16 Q All right. Was the house -- did you ultimately
17 complete the house?

18 A No, sir.

19 Q Why not?

20 A I was fired.

21 Q Okay. Tell me about how you were fired.

22 A I met Mr. Boheler and Keith Myers at -- I believe
23 it was Burger King and -- to discuss things. And
24 he said if I wouldn't put the ramp up and agree to
25 not taking any more money, and -- then I was fired.

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1 I looked at Mr. Boheler, and I said, "Bo, is that
2 what you want?"

3 He said, "Yes."

4 Q So, basically, your testimony is you had to come
5 back to the job, build a ramp, and get paid nothing
6 else?

7 A Well, finish the house.

8 Q Finish the house?

9 A I mean, there were a few things that still had --
10 we had -- at that time, it was probably about a
11 week to two weeks -- we can say two weeks' worth of
12 work to finish the house.

13 Q Now, are you aware of any of the problems or issues
14 that were involved in getting a certificate of
15 occupancy on this house?

16 A No, sir.

17 Q You would agree that a house is incomplete until
18 you get a certificate of occupancy, correct?

19 A Correct.

20 Q And to the extent anything needed to be fixed,
21 pursuant to Newberry County, that would've been
22 done before you could complete the house.

23 A Okay.

24 Q Correct?

25 A Correct.

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1 Q All right. Prior to the meeting at Burger King,
2 when was the last time that you had worked on the
3 house?

4 A Personally, probably about a week.

5 Q Okay. Had you directed anybody to work at the
6 house?

7 A John was working there whether -- I didn't tell him
8 to go work there, no, sir.

9 Q Okay. Did you stop returning phone calls with the
10 Bohelers?

11 A I -- after discussions with my attorney at the
12 time, I was advised to --

13 MR. COOK: (To the deponent) You don't need
14 to say anything that I told you.

15 Q Yeah. Don't --

16 A Okay. I'm sorry.

17 Q -- I'm sorry. I wasn't even paying attention.
18 Yes.

19 A I'm -- I'm sorry. I didn't know. Did I stop
20 returning? Yes, sir.

21 Q Okay. Why had you stopped returning phone calls to
22 the Bohelers?

23 A Because the Bohelers -- after the meeting, I asked
24 -- I had called Mr. Boheler and asked him to meet
25 me personally because I had some problems with what

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1 Keith Myers was saying to him because I didn't
2 believe he was getting the story straight. And he
3 agreed to meet me there, and when I got there, he
4 was there, Keith Myers was there, and John Harding,
5 so I felt kind of ambushed in that.

6 Q Well, let's talk about -- as I understand it, there
7 were some issues regarding the final draw that was
8 made. Now --

9 A Yes, sir.

10 Q -- tell -- tell me what happened there. What --
11 what's your understanding?

12 A I -- I don't remember the exact figure, but it was
13 quite a bit less than what the bank had approved,
14 and I needed it.

15 Q Okay.

16 A And Mr. Boheler would not tell me why. And Keith
17 -- he wouldn't speak to me, and he kept referring
18 to Keith. And Keith said, "I don't know why."

19 Q Okay. Would it be fair to say that when you didn't
20 get the full amount of the final draw that you
21 personally stopped working on the house?

22 A No, sir. I didn't -- not that day. No, sir. I
23 did shortly after that.

24 Q Okay. But -- and that was before the meeting at
25 Burger King?

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1 A I really don't remember. I honestly don't
2 remember.

3 Q All right. Did you ever make any expressions to
4 Mr. Harding or anybody else saying that you quit?

5 A No.

6 Q All right. That's when you filed the lien on the
7 -- on the Bohelers; is that correct?

8 L A Yes, sir. After I was fired.

9 Q All right.

10 MR. KRAWCZYK: (To Mr. Cook) Well, if we're
11 going to take a break, this is a good place to
12 do it.

13 (Off the record from 12:01 p.m.
14 until 12:15 p.m.)

15 Defendants' Exhibit No. 8, "Notice of
16 Certificate of Mechanic's Lien."

17 THE EXAMINATION BY MR. KRAWCZYK CONTINUES.

18 Q All right. Mr. Terlizzi, you understand you're
19 still under oath?

20 A I do.

21 Q Okay. I've shown you what's been marked as Exhibit
22 Number 8. Are you familiar with this document?

23 A Yes, sir.

24 Q Okay. And that document is a "Notice and
25 Certificate of Mechanic's Lien" that you filed on

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1 A Yes, sir.

2 Q So under this lien, you sought a lien for work that
3 you had not yet completed, correct?

4 A I -- I guess. I mean, I -- if -- if you say so. I
5 don't see it that way.

6 Q Okay. There are costs -- the next thing you say,
7 "Extra cost due to changed plans," correct?

8 A Correct.

9 Q Now, what I want you to do, and I know we talked a
10 little bit about this and it may be duplicative,
11 but tell me why you believe you're entitled to
12 costs due to changed plans.

13 A Because in -- in my opinion it involved extra
14 costs.

15 Q Okay. But the costs are what they are, correct?

16 A Correct.

17 Q I mean -- so if you look at your accounting
18 statement, it will tell you how much material and
19 labor you have in the job, correct?

20 A Correct.

21 Q Is what's in your accounting and what you spent on
22 material and labor have any reference to this extra
23 cost due on changed plans? Is there any reference
24 between the two?

25 A I'm -- specifically, anything in here that says,

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1 "This was used for a change"?

2 Q Yes.

3 A No, sir.

4 Q Okay. Now, I think we've already discussed that --
5 and -- and I'm going to refer you again to Number
6 5, which had the list of the change orders. And
7 let's go with the -- we'll go with the -- what
8 looks like "Terlizzi 0007," which has "Boheler
9 Changes and Extras," and then handwritten it says,
10 "From" --

11 A Uh-huh.

12 Q -- "original plans of April 2010," correct?

13 A Yes, sir.

14 Q Is that your handwriting?

15 A Yes, sir.

16 Q And these are the figures you used for your lien?

17 A Yes, sir.

18 Q Now, looking through any of these on this
19 particular page, were any of these changes in a
20 change order signed by both you and the Bohelers?

21 A No, sir.

22 Q Okay. Are there any documents for any of these
23 changes where THI provided cost-in-advance to the
24 Bohelers regarding these changes?

25 A No, sir.

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1 Q All right. If you would, I want to get an
2 understanding of how you came up with these
3 figures, and I -- I have a book here with your
4 documents in them. If you need to refer --

5 A Okay.

6 Q -- to anything, we can -- we can let you --

7 A Okay.

8 Q -- look at that. But I want to start with, if we
9 could, because I think it's one of the easiest to
10 do -- with the basement.

11 A Right.

12 Q You say there's a \$16,210 cost and extra to
13 "Increase the size of the basement from 432 square
14 feet to 1344 square feet. Frame the walls; rough
15 in bathroom's plumbing for future use."

16 A Yes, sir.

17 Q How did you calculate that?

18 A On a square foot basis.

19 Q Okay. So you didn't use what the actual cost to
20 THI was, correct?

21 A I didn't necessarily have all the costs. They were
22 given to John.

23 Q Okay. And, in fact, John did all that work before
24 the first payment, correct?

25 A Not all of it, no, sir.

1 Q Well, a good portion of it?

2 A Yes, sir.

3 Q Okay. In fact, the -- the slab would've been
4 there.

5 A Yes, sir.

6 Q The rough-in plumbing would have been there.

7 A Correct.

8 Q Maybe part of the framed walls, maybe not.

9 But you didn't -- in coming up with \$16,210,
10 you didn't use any actual costs for material and
11 labor in coming up with that figure, correct?

12 A I used costs that I had of what -- I didn't just
13 pull it out of the air, no, sir.

14 Q Okay. How did you calculate it? I need to know.

15 A Well, couple of ways. I'm not sure exactly on this
16 one. But I have -- I know what material costs. I
17 figured out what material it would take, and I also
18 -- there're books that I have that tells you how to
19 figure per square foot and stuff, certain items.

20 Q So essentially you went back and re-engineered what
21 it would cost to build that basement?

22 A Yes, sir.

23 Q You didn't go back into -- you didn't ask John what
24 did it cost to build that basement?

25 A Yes. I did.

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1 Q Okay. What did he say?

2 A He didn't know. He didn't have records of
3 everything.

4 Q Okay. So -- all right. So you asked John, and
5 John didn't have any information, correct?

6 A Correct.

7 Q And so you didn't base that upon any specific
8 material cost for this job, correct?

9 A Probably did. I know what I -- we paid for the
10 concrete on a certain thing, and I knew what the
11 blocks cost.

12 Q Okay. Well -- all right. So in order to -- let me
13 back up. And I'm -- I'm not trying to put words in
14 your mouth. I'm just trying to understand.

15 You have testified that you used -- you know
16 roughly what it costs to put a slab down --

17 A Yes, sir.

18 Q -- and you know roughly what it costs to -- to --
19 to put plumbing in and roughly what it costs to put
20 framing in, in general, correct?

21 A Correct.

22 Q And those are the figures that you used in figuring
23 out this particular cost and extra on this job,
24 correct?

25 A On this particular item, yes, sir.

1 Q Okay. And that you didn't actually go back and
2 pull the -- the figures from actual invoices or
3 labor costs from this particular job?

4 A I did as much as I could of what I had.

5 Q Okay. So is it fair to say that the \$16,210 is a
6 rough estimate of what that cost should be?

7 A Okay.

8 Q Is that fair?

9 A Fair.

10 Q Okay. It's not the actual amount that it cost?

11 A Probably less.

12 Q Okay. But you don't know what that would be?

13 A No, sir.

14 Q All right. "Delete storage area under stairway.
15 Build stairway to the basement." Is it --

16 A Okay.

17 Q Is it -- is it -- and I'm trying to shorten it,
18 so --

19 A Uh-huh.

20 Q -- if it's not correct, let me know. Is it fair to
21 say that you put together this amount in the same
22 method that you put together the other amount?

23 A This one I figured approximately what additional
24 material would be needed, additional time that
25 would be needed. I figured it that way.

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1 Q Okay. And was there originally to be a stairway to
2 the basement?

3 A Not on the original plans.

4 Q Okay. Do you know why John Harding went ahead and
5 built this? Do you have an understanding why that
6 was done?

7 A Another set of plans were drawn that I didn't know
8 about.

9 Q Okay. But John was working off those set of plans,
10 correct?

11 A Correct.

12 Q And John was the one calling the shots on the job,
13 correct?

14 A Correct.

15 Q So -- all right. It's "Install exterior door and
16 stairs from basement to outside grade." How was
17 that figured?

18 A I figured up what material was going to be used and
19 what had been purchased --

20 Q Okay.

21 A -- and figured it that way.

22 Q So this one you actually had some documentation
23 from?

24 A I think so.

25 Q Okay. Was that done while you were on the job or

1 while John was on the job?

2 A I think when both of us were on the job. I think
3 it was started with John, and I think it may have
4 been finished when I was doing it.

5 Q Okay. Let's go back to the beginning one where it
6 says, "Change first-floor bathroom" and it has some
7 dimensions. "Add a walk-in closet" --

8 A Uh-huh.

9 Q -- "area space to bathroom." Was that done before
10 you got on the job?

11 A The work done?

12 Q Yes.

13 A Yes.

14 Q So it was already in place when you got there?

15 A Yes, sir.

16 Q Okay. Did you use actual material and labor costs
17 on that, or did you estimate that one too?

18 A I used -- probably estimated. I truly don't know.

19 Q Okay. Next one: "Add closet in first-floor
20 bedroom with bi-fold doors." Was that done before
21 you got on the job?

22 A I -- I need to clarify something.

23 Q Okay.

24 A You're saying before I got on the job. Before I
25 took it over or -- I did know about these things

1 being done.

2 Q Thank you for clearing that up. Before you took it
3 over.

4 A Yes.

5 Q Okay. And -- and my -- and I guess I should be
6 clear. My implication is: Before you took it
7 over, I'm assuming, like we said, that John was in
8 charge of the job, correct?

9 A Yes, sir.

10 Q And that you weren't involved in any of the
11 decisions or changes that took place on the job?

12 A We discussed some, but, I mean, he -- he would talk
13 with Mr. Boheler, and my assumption, after that,
14 was they had worked out what was --

15 Q Okay.

16 A -- going to be done.

17 Q Then there -- so this one that -- where it says,
18 "add a closet first-floor bedroom." That was done
19 before you took over the job?

20 A Yes, sir.

21 Q And then there's a -- a credit, I guess --

22 A Yes, sir.

23 Q -- for deleting a triple window. Was that done
24 before you were on the job?

25 A Yes, sir.

1 Q Okay. And then it says, "Delete 2 columns at the"
2 -- is that "dining room"?

3 A Yes, sir.

4 Q -- "entrance" --

5 A Yes, sir.

6 Q -- "and frame for double-pocket door."

7 A Uh-huh.

8 Q Was that done before you were on the job?

9 A I remember being involved in that. I don't know if
10 it was before or after I took over the job.

11 Q Okay. So if you took it -- if it was involved
12 after you took over the job, would it have been
13 based on the actual figures that you have or would
14 it have been an estimate like the others?

15 A It could have been both.

16 Q Okay.

17 A It could have been both.

18 Q The next one says, "Delete window at front end
19 hall." Was that done -- for \$2,250 -- was that
20 done before you took over the job?

21 A It was -- the plans were done. I mean, the actual
22 work -- not all of it, no.

23 Q Okay. But the plans -- are these changes that you
24 have here -- that you've said -- were they all
25 basically on the second set of plans from

1 September?

2 A Yes, sir. They were changes from the plans.

3 Q Okay. So when these were built, whatever agreement
4 was made regarding these changes, as you said,
5 would've been done before that second set of plans
6 was drafted, correct?

7 A Yes, sir.

8 Q All right. And so all of that was before you took
9 over the job?

10 A Yes, sir.

11 Q Whether the work was done later, all the agreements
12 regarding those were before you took over the job?

13 A I think so.

14 Q Okay. All right. If you would, look at the one
15 that says, "The Other Changes and Extras." And I
16 think the easier way to do this one to start with
17 is: Can you tell me which one of these change
18 orders were requested by the Bohelers while --
19 after you had taken over the job?

20 A I do not know if I taken -- I don't think I took
21 over the job, but I was standing there when Mr.
22 Boheler requested the ones I have "per Mike
23 Boheler" next to:

24 Q Okay. That being the -- the heat pump?

25 A Yes, sir.

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1 Q Okay. And the "Second-floor air handler"?

2 A Right.

3 Q All right.

4 A "Pantry door upgrade."

5 Q No.

6 A That's on down. It's 395.

7 Q Okay.

8 A "Shower valve in master shower."

9 Q Okay.

10 A "Upgrade on the flooring and tile."

11 Q Where am I missing -- oh. Seven two. Okay.

12 A It happened before, but I was -- I was aware of the

13 "pass thru from the kitchen to the great room."

14 Q But that took place before you took over the job?

15 A I -- I -- I think so.

16 Q Okay. Any others?

17 A The last one. This "30 amp circuit."

18 Q Now, I'm --

19 A I'm sorry. You're asking me for specifically after

20 I took over?

21 Q That's correct.

22 A Okay. I want to make sure, please. Okay.

23 Q Now, I'm going to make a generalization. I want to

24 make sure I'm correct. If the change order was

25 agreed to before you took over the job, it would've

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1 been based upon John Harding's agreement with the
2 Bohelters, correct?

3 A I would assume so.

4 Q Okay. And so the only ones on this list that you
5 personally had any involvement with are those ones
6 that we just listed, correct?

7 A Yes. But -- and this is the "but."

8 Q All right.

9 A I didn't know about some of the others, and I was
10 told why by John.

11 Q Okay.

12 A You know, like the floor joist. He told me why he
13 wanted those changed.

14 Q Okay.

15 A Or the Bohelters did. So, I mean, I was aware of
16 some of these others.

17 Q Okay. But you were only aware of them as through
18 John, correct?

19 A Yes, sir.

20 Q And did John explain to you what his, I guess, deal
21 was with the Bohelters on those changes?

22 A No, sir.

23 Q And, in fact, John's understanding of that deal
24 would be better than yours; would that be correct?

25 A Yes, sir.

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1 Q So if John were to testify, "No. This was not
2 supposed to be an extra," he would know better than
3 you, correct?

4 A For what he told them, yes, sir.

5 Q Okay. And the Bohelers, at that stint, can only
6 rely on what John tells them, correct? Because
7 he's not -- they're not talking to you?

8 A True.

9 Q Now, again, we're going to -- I'm going to walk
10 through some of these. And they're the -- I'm
11 asking a similar question here that I did with the
12 change in plans. And I want to know how they were
13 calculated, and, you know, if -- if you want to
14 just for -- for -- for quick sake, tell me which
15 one of these were done on an estimation and which
16 ones were actually done on a -- you know, I -- I
17 know the flooring you did on a change order. I
18 understand that.

19 A Yeah.

20 Q Now, were any of the others done on a -- on a
21 specific change order?

22 A No, sir.

23 Q Okay. And we either go one by one, or we can
24 generalize it -- you know. I want to know how you
25 calculated these amounts.

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1 A I figured materials that were either used that I
2 could see the differences and took the differences
3 between -- like metal to fiberglass doors --

4 Q Okay.

5 A -- you know, what it would cost versus what we
6 paid, the difference in the metal to the
7 fiberglass, and that's how I did it.

8 Q Okay.

9 A And I do believe you have those. And I don't -- I
10 don't have them in front of me.

11 Q Okay.

12 MR. KRAWCZYK: (To Mr. Cook) And -- and maybe
13 when we break for lunch, I can just, sort of,
14 go through the -- I've got in a book, and he's
15 welcome to look at these. And that might be
16 something we can look at.

17 Q There's a few others -- and I'll use the "change
18 exterior stone veneer."

19 A Uh-huh.

20 Q Okay. You came up with \$14,126?

21 A Yes, sir.

22 Q Now, that's a change and an amount above what it
23 should have cost to put whatever should've been
24 there, correct?

25 A Correct.

1 Q And what should have been on that exterior?

2 A There was just parged concrete, if I remember
3 right.

4 Q Okay. And -- and this is "add stone to the -- on
5 the front porch walls," correct?

6 A Uh-huh.

7 Q "And the stone stairs."

8 A Right.

9 Q All right. So as I understand it, you're looking
10 at the front porch. Is that where the front door
11 is?

12 A Yes, sir. All the way around the house.

13 Q Okay.

14 A Look at the stairs and all the exterior below the
15 siding.

16 Q Okay. So the siding should have been -- on the
17 porch should have been HardiePlank siding?

18 A Yes, sir.

19 Q And then what you're saying on the -- on the steps
20 or the foundation should have been --

21 A It's my understanding what the plans was just, kind
22 of, like stucco.

23 Q Okay.

24 A Just parged concrete.

25 Q Now, which plans are you referring to in that

219

1 respect?

2 A The final set. Then the first set -- the way I
3 figured this was actually took it off from the
4 first set of plans, which showed a little bit of
5 brick on the front, and that's what I used and --
6 took the cost of the brick, took it out of the cost
7 of what the stone was.

8 Q Okay.

9 A That's my estimate, at the time --

10 Q Okay.

11 A -- of what the cost of the brick was.

12 Q Right. Now, in -- as I understand, the stone was
13 installed by John Harding, correct?

14 A No. He subcontracted it -- some of it. I had to
15 finish it with some other people too.

16 Q Okay. Which subcontractor did that work?

17 A Grady Gibson.

18 Q Okay. So I should be able to take -- well, let's
19 go ahead and look that up. Let's go ahead and pull
20 Mr. Gibson's. Okay. Number -- page 4.

21 A On page 4?

22 Q Just so you know. Yeah.

23 A I'm way past that.

24 Q You're on a different one.

25 A Oh, that's why I'm on --

280

1 Q That's why, yeah. Okay.

2 A Thank you. Okay.

3 Q Okay. It looks like Grady Gibson was paid \$13,750,
4 correct?

5 A Correct.

6 Q Was all of that money for stone, or did he do other
7 things?

8 A He did. He poured the concrete porch.

9 Q Okay.

10 A And he did some of the retaining work around the
11 wall.

12 Q Okay. So that wouldn't be related to the
13 stonework, correct?

14 A Not all of it, no, sir.

15 Q Okay. So I'm trying to figure out -- of this
16 \$13,750, how much do you think was related to the
17 stone?

18 A Well, to pour concrete was 1550. You could take
19 that out. And I would image you could take out
20 about \$2,000 for some of the other work.

21 Q Okay. That leaves \$10,200.

22 Did he supply the stone as well?

23 A No. Some of the stone was there that John had
24 already purchased.

25 Q Okay. Do we know how much the stone was?

281

1 A No. He never gave me -- other than a few that I
2 have, that Grady did pick up.

3 Q Yeah. It looks like there's a Southern Stone
4 that's \$231.

5 A Yeah. It was a last few, but John was purchasing
6 that, and I have no receipts on any of that.

7 Q Okay. So you don't know -- so right now, the
8 amount -- full amount that was paid, without the
9 stone -- how much do you think the stone cost? Do
10 you know?

11 A Off the top of my head, I don't know. That I don't
12 know.

13 Q Okay.

14 A I mean, it's -- the stone was --

15 Q Would it be --

16 A -- it was expensive, but it was --

17 Q More than \$4,000?

18 A I believe so.

19 Q Okay. Well, that -- John should be able to tell us
20 that, correct?

21 A Possibly.

22 Q All right. And so when you talk about an upgrade,
23 from those two amounts, we ought to be able to
24 distinguish how much you have in material and labor
25 for that, correct?

282

1 A Correct.

2 Q All right. And will that number equal \$14,126 once
3 you --

4 A I don't --

5 Q -- give credit?

6 A -- know. I don't know.

7 Q Is that how you did --

8 A And added the profit and overhead.

9 Q Okay. So your numbers all have profit and over --
10 profit and overhead in it, correct?

11 A Yes, sir.

12 Q And you don't believe your profit and overhead's
13 already been paid up to that point for that work?

14 A No, sir.

15 Q Let's talk about the heat pump for a minute.
16 You're saying it was upgraded -- the heat pump --
17 from 13 seer to 14 seer; is that correct?

18 A Yes, sir.

19 Q Why is that an upgrade?

20 A Because that's what it cost to upgrade it.

21 Q Okay.

22 A That's what the guys charged.

23 Q Is there basis by which you up -- you know, are
24 charging an upgrade for? Was it in the
25 specifications? Is it --

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1 A Mr. Boheler wanted to increase it to a higher seer
2 so he could try to get a energy star rating.

3 Q Okay. Do you know whether or not he and John
4 Harding had discussed this house being energy star?

5 A No, sir.

6 Q Okay. If John Harding had told him that this house
7 would be an energy star house, would he have the
8 right to rely on that?

9 A I don't know.

10 MR. COOK: Object to the form.

11 Q Uh-huh. How about the -- the floor-joist truss
12 system?

13 A Uh-huh.

14 Q How did you -- how did you figure that number?

15 A From what I would have originally figured for the
16 floor joist to the difference in the cost of the
17 truss system and the labor and everything.

18 Q Now, who installed the truss system?

19 A Some of my fellows helped John and John and his
20 guys.

21 Q Okay. So you have the material cost. That's
22 pretty easy --

23 A Uh-huh.

24 Q -- correct?

25 That was delivered to the job --

1 A Uh-huh.

2 Q -- and you have the invoice for that?

3 A Yes, sir.

4 Q The labor you -- you had to, sort of --

5 A Yeah.

6 Q -- figure that out backwards?

7 A Good-faith estimate on a lot of this.

8 Q Okay.

9 A That's with any job.

10 Q All right.

11 MR. KRAWCZYK: (To the court reporter) Go
12 ahead and mark that. What number are we on?

13 THE COURT REPORTER: That's 11.

14 MR. KRAWCZYK: (To Mr. Cook) I don't have it
15 -- a copy for you, but it's from the bank
16 office.

17 MR. COOK: It's going to be marked as an
18 exhibit, right?

19 MR. KRAWCZYK: Yes.

20 MR. COOK: Okay.

21 Defendants' Exhibit No. 11, "Lien
22 Waiver," dated 09/23/10.

23 Q All right. Mr. Terlizzi, if you would look at
24 what's been marked as Exhibit 11, do you recognize
25 that document?

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1 A Yes, sir.

2 Q All right. And that's a -- a lien waiver signed by
3 you?

4 A Yes, sir.

5 Q Okay. Look at the second two pages. Have you seen
6 these before?

7 A Uh-huh.

8 MR. COOK: (To the deponent) You need to say
9 yes or no.

10 A Oh, I'm sorry. Yes, sir.

11 Q Okay. Now, this is a -- a lien waiver.

12 A Oh, I'm sorry. I've not seen this.

13 Q Okay. You haven't seen this last page?

14 A I've not seen any of the pictures.

15 Q Okay. I'll give you some time. But you've seen
16 the -- what amounts to the -- the second page,
17 which appears to be a -- a -- a record of -- of
18 what's been done and completed --

19 A Yes, sir.

20 Q -- on the house --

21 A Yes, sir.

22 Q -- correct?

23 All right. Looking at Number 11, is that your
24 signature on it?

25 A Yes, sir.

286

1 Q All right. And this is a lien waiver, correct?

2 A Yes, sir.

3 Q Do you know what a lien waiver is?

4 A I thought I did.

5 Q Okay. Tell me what a lien waiver is.

6 A It's --

7 Q What you think it is.

8 A That the people have been paid up to that point.

9 Q Okay. Well, I mean, you filed a lien on this,
10 right? You know what a lien is?

11 A Yes, sir.

12 Q And isn't it true that this is your agreement not
13 to file a lien based upon the services that -- and
14 material labor that have been provided to that
15 point, correct?

16 A Correct.

17 Q All right. And this is dated September 23rd, 2010,
18 right?

19 A Yes, sir.

20 Q Okay.

21 A It wasn't signed on that date.

22 Q Well, what day was it signed?

23 A I don't know. I had to go back. They didn't --
24 they gave out these checks. I went and signed
25 about four of these all at one time.

287

1 Q Okay. Was it --

2 A So --

3 Q Was it signed sometime before you took over the
4 job?

5 A Yes, sir. J

6 Q Okay. Now, looking at the picture at the back,
7 does that seem to be about right for how much work
8 would have been done at that initial draw?

9 A I honestly couldn't tell you. I don't know exactly
10 where they are and what they're -- I know -- I
11 mean, I know where they are.

12 Q Right. Okay. And you've agreed, signed, to waive
13 your rights to a lien for all the work that's been
14 done up to that point, correct?

15 A I guess I didn't understand it.

16 Q Well, whether you understood it or not, you did it.

17 A I signed it, yes, sir.

18 Q And you knew you had signed it?

19 A Yes, sir.

20 Q Okay.

21 A Uh-huh. Oh, I'm sorry. Yeah.

22 Defendants' Exhibit No. 12, "Lien
23 Waiver," dated 10/21/10.

24 Q I'm showing you what's marked as Number 12?

25 A Uh-huh.

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1 Q This is on the second draw. It's dated October
2 21st, 2010, and, again, it's another lien waiver
3 like --

4 A Uh-huh.

5 Q -- Number 11, correct?

6 A Correct.

7 Q And the second page tells you where they are in the
8 construction, and you've agreed to waive the lien
9 as to any work that had been done and materials up
10 to that point, correct?

11 A Yes, sir.

12 Q And that is your signature?

13 A Yes, sir.

14 Defendants' Exhibit No. 13, "Lien
15 Waiver," dated 11/19/10.

16 Q I'll show you what's been marked as Number 13. Is
17 that your signature on that document?

18 A Yes, it is.

19 Q And, again, this is another lien waiver dated
20 November 19th, 2010, correct?

21 A Correct.

22 Q And you've agreed to waive your right to any
23 material or labor that had been done on this job up
24 to that point; is that correct?

25 A Correct.

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1 Defendants' Exhibit No. 14, "Lien
2 Waiver," dated 12/09/10.

3 Q I'm showing you what's been marked as 14. Again,
4 that is a lien waiver dated December 9th, 2010,
5 correct?

6 A Correct.

7 Q And you have agreed to waive any rights you have to
8 lien for material and labor on the Boheler house up
9 to that point, correct?

10 A Correct. May I say something? And -- and I don't
11 know if this matters or not.

12 THE DEPONENT: (To the court reporter) But
13 it's --

14 Q You can say whatever.

15 THE DEPONENT: -- "i" instead of a "a."

16 MR. KRAWCZYK: (To the court reporter) Did I
17 miss something?

18 THE COURT REPORTER: No. I had an "a" on the
19 exhibit.

20 THE DEPONENT: No.

21 MR. KRAWCZYK: Oh, okay. Now you confused me.
22 We're on Number 15?

23 THE COURT REPORTER: Yes.

24 MR. KRAWCZYK: Okay.

25 Defendants' Exhibit No. 15, "Lien

1 Waiver," dated 01/06/11.

2 Defendants' Exhibit No. 16, "Lien

3 Waiver," dated 02/03/11.

4 Q I'm showing you what's been marked as Number 16
5 [sic]. Is that your signature on Number 16 [sic]?

6 A Yes, it is.

7 Q And, like the others, this is a lien waiver where
8 you have agreed to waive your right to a lien for
9 all work and materials that have been performed up
10 to that point, correct?

11 A Correct.

12 Q All right. Let me show you what's been marked as
13 16. If you would -- is that your signature on that
14 document?

15 A It is.

16 Q And it's dated February 3rd, 2011?

17 A It is.

18 Q And, again, this is a lien waiver where you have
19 agreed to waive your rights to file a lien on the
20 Boheler property for any material or labor that's
21 been done up to that point; is that correct?

22 A Correct.

23 MR. COOK: I just -- I'm going to have a --

24 sorry. And I'll just open a continuing

25 objection. I mean, the -- the objection -- I

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1 mean, the document speaks for itself.

2 MR. KRAWCZYK: I understand.

3 MR. COOK: Other than that, if you'll just --
4 rather than do it every time, if you'll --

5 MR. KRAWCZYK: I think it's my last one. I'll
6 just follow through with that and --

7 MR. COOK: Okay. Yeah. That's -- that's
8 fine.

9 Defendants' Exhibit No. 17, "Lien
10 Waiver," dated 03/10/11.

11 Q Okay. All right. I'm showing you what's been
12 marked as Exhibit 17.

13 A Uh-huh.

14 Q Is that your signature on there?

15 A It is.

16 Q And this is, again, a lien waiver, March 10th,
17 2011, where you agreed to waive your rights to a
18 lien on the Boheler property for all material and
19 labor that have been provided up to that point; is
20 that correct?

21 MR. COOK: Same objection.

22 A Yes.

23 Q Now, let's look at Number 17 for a second. And
24 there's a -- there's a -- is this a -- a normal
25 occurrence for the bank to come out and do these

1 things?

2 A Yes, sir.

3 Q All right. So you're familiar with what the bank,
4 is doing on page number 2?

5 A Yes, sir.

6 Q And it's showing you how much has been completed up
7 to that point in time?

8 A Yes, sir.

9 Q And then there are some pictures of the house that
10 confirm --

11 A Correct.

12 Q -- where they were.

13 Now, as we went through your extras -- and
14 let's start with your changed plans that you filed
15 the lien on. By the time you filed your lien or --
16 excuse me. By the time this lien waiver was signed
17 in -- in -- in May or -- excuse me -- of March of
18 2011, the "framing for the first-floor bedroom
19 work, adding a walk-in closet area," had already
20 been done, correct?

21 A Correct.

22 Q And you had waived your right to a lien to that
23 amount?

24 A Correct.

25 Q The closet in the first-floor bedroom with bi-fold

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1 doors, had that been done by -- by March of 2011?

2 A I -- I'm not sure. I imagine it has.

3 Q Okay. And if it had been, you had already waived
4 your right to a lien on that particular item; isn't
5 that correct?

6 A I had signed the paper, yes, sir.

7 Q The "delete two columns at dining room entrance and
8 frame for double-pocket door, install LVL beam to
9 support," that had already been done prior to you
10 waiving your rights to lien; isn't that correct?

11 A Correct.

12 Q And you had waived your right to a lien for the
13 deletion of the window at the end of the hall on
14 the first floor and reconfigured the stairs to add
15 an extra door? That -- that item as well, correct?

16 A Correct.

17 Q You had waived your right to a lien regarding the
18 "increase in size of the basement, frame walls,
19 rough in plumbing for future use"; isn't that
20 correct?

21 A Correct.

22 Q Had you waived your right to a lien to delete the
23 storage area under the stairway and build a
24 stairway to the basement; isn't that correct?

25 A Correct.

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1 Q And you had waived your right to a lien to install
2 an exterior door and stairs from basement to
3 outside grade; isn't that correct?

4 A Correct.

5 Q So all of these items you had waived the right to
6 the lien already; isn't that correct?

7 A I may have waived the right to lien, but I did not
8 waive my right to get paid.

9 Q Well, getting paid and filing a lien are two
10 different things. I'm just talking about your
11 right to file a lien, correct?

12 A Yes, sir.

13 Q And despite filing that -- despite waiving your
14 right to those liens, you put a lien on this
15 property anyway, didn't you?

16 A Yes.

17 Q Now look at the change orders and extras. Again, I
18 think for these ones it's easier to go through --
19 which ones did you -- well, let me back up. And
20 it's probably easier just to take it one at a time.

21 In changing exterior doors from metal to
22 fiberglass, you had already waived your right to
23 that one at that point, hadn't you?

24 A Yes, sir.

25 Q Okay. Changing the dinette window by stairs to

1 garden window, you had already waived your right to
2 a lien to that, hadn't you?

3 A Yes, sir.

4 Q Changing the exterior to stone veneer, add stone to
5 the front porch walls and stone stairs. Had you
6 waived your right to that one?

7 A I don't know if we got paid all for that or not at
8 the time.

9 Q Okay. So that one's in question?

10 A Yes, sir.

11 Q I believe you testified that you were involved with
12 the heat pump one, and that -- that -- that one
13 would not be involved before March of 2011?

14 A I -- I don't think so.

15 Q And -- and I'm -- just to try and simplify things.

16 So the last lien waiver that you filed was
17 March -- was it 3rd? What's the last one --

18 A I don't know.

19 Q -- you signed? March 10th?

20 MR. COOK: (To Mr. Krawczyk) Number 17.

21 Yeah. March 10th.

22 Q March 10th of 2010.

23 A Yeah.

24 Q So what we're looking at is any work that was
25 completed before March 10th of 2010.

1 A Completed?

2 Q Completed.

3 A All right.

4 Q Now, you had -- as of March 10th, 2011 -- is what
5 we're talking about --

6 A Right.

7 Q -- the floor joists had already been installed,
8 correct?

9 A Yes, sir.

10 Q So the -- you had already waived your right to a
11 lien from changing the floor joists to a 16-inch
12 truss system; isn't that correct?

13 A Correct.

14 MR. COOK: I -- I'm -- let me state an
15 objection, which is this: I'm -- I'm going to
16 try to make it not be a talking objection
17 because I don't want to do anything --

18 MR. KRAWCZYK: Uh-huh.

19 MR. COOK: -- improper. Is that -- to me, the
20 question is: Did he sign a lien waiver as of
21 a specific date? I think he's acknowledged
22 that. And your questions go to the legal
23 effect of the lien waiver, and I object to
24 those questions to the extent that you're
25 making legal conclusion -- that your question

1 implies a legal conclusion.

2 MR. KRAWCZYK: I understand that.

3 MR. COOK: Okay.

4 MR. KRAWCZYK: My purpose for the question is
5 not for the legal conclusion, but it's to --

6 MR. COOK: -- confirm what was done --

7 MR. KRAWCZYK: It's to confirm --

8 MR. COOK: -- the day a certain --

9 MR. KRAWCZYK: -- to confirm --

10 MR. COOK: -- document was signed.

11 MR. KRAWCZYK: Well, to confirm what was

12 included in this lien -- just what was

13 included in the lien with -- with knowledge

14 that a lien waiver had already been signed.

15 MR. COOK: Well, my objection just is --

16 MR. KRAWCZYK: Okay.

17 MR. COOK: -- to the extent that it can be

18 construed to be asking him the legal effect --

19 MR. KRAWCZYK: Okay.

20 MR. COOK: -- of the document. I object to

21 it. He can certainly -- and you can ask him

22 that --

23 MR. KRAWCZYK: Right.

24 MR. COOK: -- and he can certainly answer it,

25 but that would be the objection.

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1 MR. KRAWCZYK: Right.

2 Q Okay. Is there -- is there any reason why you
3 believe the lien waivers that you signed are not
4 valid?

5 A No, sir.

6 Q Okay. So it's fair to say that any of the -- and,
7 again, I'm -- I'm asking these questions --
8 probably, here's a better way to ask it: The floor
9 joists were -- was completed prior to March 10th,
10 2011, correct?

11 A Yes, sir.

12 Q Okay. How about the "remove coat closet in foyer
13 and enlarge opening from foyer to kitchen"?

14 A Which one? I'm sorry. I don't see it.

15 Q I skipped the "change location of second-floor air
16 handler." I'm assuming --

17 A Right.

18 Q -- that took place --

19 A Okay.

20 Q -- afterwards.

21 A Was that done at -- that was done afterwards?

22 Q Okay. How about "adding the pass-through from
23 kitchen to great room, framing, and complete load-
24 bearing wall"? Would that have been done with the
25 framing?

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1 A No. It was not done with the framing. It was done
2 afterward.

3 Q Okay.

4 A I don't know when.

5 Q Kitchen cabinets would've been done after --

6 A After.

7 Q -- March?

8 A After.

9 Q Exterior was to be -- changing metal to vinyl
10 fascia soffit trim?

11 A I don't know when that was.

12 Q Okay. The rock and the foundation certainly
13 would've been done before?

14 A Yes.

15 Q We discussed the upgrade on flooring and tile was
16 done after?

17 A Right.

18 Q Here's a plumbing allowance. And -- and what --
19 tell me about that. I don't -- maybe I don't
20 understand the plumbing allowance, why that's there
21 and why that number's there.

22 A Well, in -- in anything, whether I put a plumbing
23 allowance in for the homeowner or not, I have an
24 allowance. I'm going to furnish fixtures. I know
25 how much I'm going to pay for them, and if they go

300

1 over, it's more. If they go under, I give them a
2 credit.

3 Q Okay. So in this case they got a credit because
4 they went under?

5 A Yes, sir.

6 Q Okay. Shower valve -- would that have been after?

7 A That was after.

8 Q Pantry door upgrade?

9 A That was after.

10 Q Change roof design and deck to add screen porch off
11 balcony?

12 A That was during framing.

13 Q That would've been done before March?

14 A Yes, sir.

15 Q Add wall between kitchen and laundry room?

16 A I don't know when that was done.

17 Q Add the linen closet in master bathroom?

18 A And I don't know when that was done.

19 Q John Harding would know when those ones were done;
20 do you think?

21 A He should.

22 Q Now, it's correct that those ones that were done
23 before March 10th of 2011 -- you don't have a lien
24 -- a property lien on those, do you?

25 MR. COOK: Objection to the form.

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1 A I can't answer that.

2 Q Well, you knew you had signed a lien waiver as of
3 that point, correct?

4 A I knew I signed some lien waivers, yes, sir.

5 Q But you didn't go back to see which things that
6 were -- that you had waived and what you didn't?

7 A No, sir. I didn't know what it meant, obviously.

8 Q So it's fair to say that the amount that you've
9 claimed in your lien is not correct for your lien?

10 A That's what you say, sir. I don't -- I don't
11 agree.

12 Q Well, I'm asking you.

13 A I don't agree with you.

14 Q Now, you might say you're owed that from a contract
15 standpoint, correct?

16 A Correct.

17 Q But you knew when you filed this lien that you had
18 signed these lien waivers?

19 A Truthfully, didn't even think about those lien
20 waivers.

21 Q But you had signed them? And you signed a --

22 A I signed them.

23 Q -- number of them?

24 A Yes, sir. May I ask a question?

25 Q Well, I don't have to answer it, but you can ask

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1 it.

2 A No. I understand. What -- what would anybody do?
3 Not sign them and not get paid for work that was
4 done?

5 Q I can't -- I --

6 A Right.

7 Q -- I'm not going to answer questions.

8 A Right. That's what I figured.

9 Q In the construction of a new home, what is -- what
10 do you believe to be the proper amount of profit to
11 have made off a job?

12 A Profit and overhead should be, I think, in about
13 the 30 to 35 percent range.

14 Q Maybe -- is there any industry standard, books, or
15 anything of that nature that would --

16 A I'm sure there are. That's --

17 MR. KRAWCZYK: (To the court reporter) Go off
18 the record for a second.

19 (Off the record from 1:06 p.m. until
20 1:07 p.m.)

21 THE EXAMINATION BY MR. KRAWCZYK CONTINUES.

22 Q All right. Mr. Terlizzi, I'm going to change a
23 little bit here. I'm going to talk about the --
24 your profit and loss on this particular job.

25 You've provided in discovery, and there's a copy in

1 your -- there. And it might be Number 7.

2 A Yes, sir.

3 Q If you would pull that out for me. There it is,
4 right there. What number is that?

5 A Ten.

6 Q Number 10.

7 MR. COOK: (To the deponent) There are some
8 documents over here too.

9 THE DEPONENT: Yeah. I see.

10 Q All right. Now, as I understand this document,
11 this is a -- a -- the overall costs associated with
12 this job that you've had. Now, I want to walk
13 through them a little bit. And you've provided us
14 some documents and other things. And I'm not going
15 to go through each one of those, but I want to do
16 some overall questions about this particular
17 document. Now, looking at the top, it starts -- it
18 starts with how much money you've been paid on this
19 job -- this THI. Okay. It has \$190,875, correct?

20 A Correct.

21 Q Now, we discussed that the Bohelers paid John
22 Harding a certain amount of money, correct?

23 A Correct.

24 Q Now -- well, you testified you didn't necessarily
25 know how much that was; you know some money was

304

1 paid?

2 A Correct.

3 Q And you have acknowledged that at least some of
4 that money went into the construction of this
5 house, correct?

6 A Correct.

7 Q Because the foundations had to be poured and the
8 slab had to be done. So there's a certain amount
9 benefit that THI gets from that; isn't that true?

10 A I don't how to answer to that.

11 Q All right. Well, that was -- that's work that you
12 didn't have to pay for.

13 A It would've been paid for out of the end of the
14 project.

15 Q Yeah. But -- but we never got to that point,
16 correct?

17 A Correct.

18 Q So --

19 A Okay. Correct.

20 Q -- it's fair to say that the amount of money that's
21 actually been paid on this job, not necessarily
22 THI, but overall, is more than \$190,875?

23 A That's what I'm told, yes, sir.

24 Q Okay. But, as far as THI is concerned, you're --
25 you're not -- you're not counting that as -- as

305

1 being paid to you pursuant to the contract?

2 A Correct.

3 Q You've got your cost of materials as \$86,539.03,
4 and I'm assuming that matches the documents that
5 you've sent to us?

6 A No, sir. These -- this was done before everything
7 else had come in.

8 Q Okay. Has it changed since then?

9 A I believe so.

10 Q And have you put together a new --

11 A No, sir. It --

12 Q -- figure?

13 A You have the expenses -- was what I -- what you
14 asked for. I sent the expenses as one of these
15 already, I believe.

16 Q Okay.

17 A And that's what the expenses were.

18 Q If I -- if I were able, basically, to tell you that
19 the numbers match between this document and the
20 other two documents I gave you, as far as the final
21 number, would that make sense?

22 A If they -- I haven't --

23 Q Okay.

24 A -- done -- I'll look. Okay.

25 Q We'll get to that. But under this document, as I

306

1 understand it, your total amount of money that you
2 have in the project in material and labor is
3 \$220,521 -- \$221,521.73 --

4 A Yes, sir.

5 Q -- is that correct?

6 A Yes, sir.

7 Q Can you explain to me why, if this is the amount of
8 material and labor you have in the job --

9 A Uh-huh.

10 Q -- and you've been paid \$190,875; can you tell me
11 why your lien on this property shouldn't have been
12 \$29,646.73?

13 A Because you're not taking all the expenses into
14 account --

15 Q Okay.

16 A -- that would -- that would normally go into a job.

17 Q Like what?

18 A Everything else that's on here.

19 Q The rest of this stuff?

20 A Yes, sir.

21 Q Okay. Let's just assume you're correct and the
22 rest of this stuff is something that you can put a
23 -- it's part of the job. Why isn't your lien
24 \$48,719.23?

25 A It doesn't take into account any of the extras.

307

- 1 Q But this is all the money you've spent on the job?
- 2 A It doesn't take in account the extras, sir -- the
- 3 additional work that was required.
- 4 Q Okay. Everything you paid for the additional work
- 5 is included in these numbers, is it not?
- 6 A I guess so.
- 7 Q Every piece of material --
- 8 A Uh-huh.
- 9 Q -- you bought for this job, correct?
- 10 A Correct.
- 11 Q And every bit of labor on this job is in these
- 12 numbers?
- 13 A In this particular sheet, I honestly don't know.
- 14 But it -- you do have that, yes, sir.
- 15 Q Okay.
- 16 A Yes, sir.
- 17 Q And to the extent that would be -- wouldn't it be
- 18 correct that your lien should be for \$48,719.23 --
- 19 A Uh-huh.
- 20 Q -- because that's the amount of material and labor
- 21 you have left in the job?
- 22 A There's no profit or overhead put on that, sir.
- 23 Q So anything else would be profit and overhead,
- 24 correct?
- 25 A I don't -- no. I'm sure there are other things.

1 \$106,000?

2 A Mr. Boheler acknowledged he owed me for extras and
3 additions.

4 Q And how did he do that?

5 A In a form that I'm sure you have that he said he
6 would do it.

7 MR. KRAWCZYK: (To the court reporter) Let's
8 mark that one.

9 Defendants' Exhibit No. 18, Handwritten
10 note from Michael L. Boheler.

11 Q And Number 18?

12 MR. COOK: (To Mr. Krawczyk) That's right.

13 Q And is this the document that you are referring to?

14 A Yes, sir.

15 Q Okay. You're telling me this document -- that in
16 this document Mr. Boheler was agreeing to pay you
17 \$106,000?

18 A This document was an agreement from Mr. Boheler,
19 according to Keith Meyers, to pay for any of the
20 additional extras that we had.

21 Q Wasn't there a list of those additional extras that
22 went with it?

23 A Yes, sir. I gave them to -- well, you have them.
24 We have them right here.

25 Q You're -- so there was a list that Mr. Boheler had

1 be completed in time for us to meet our closing
2 date of 8/24/2011." Did that happen?

3 A It could have. I could've gotten a certificate of
4 occupancy, yes, sir.

5 Q You could've got a certificate by 8/24/2011?

6 A Yes, sir.

7 Q All right. When did you last work on the house?

8 A I don't know what day it was.

9 Q Well, you got your last draw on eight -- I believe
10 it was 8/23/2011.

11 A Okay.

12 Q And you testified that that was probably the last
13 time you were there or the -- very shortly
14 thereafter. Are you telling me you could've got it
15 in two days?

16 A I had set up for -- to get a certificate of
17 occupancy for final inspection.

18 Q Why didn't you?

19 A Because I didn't get my money.

20 Q So you walked off and didn't get your money?

21 A No, sir. I talked to them and tried to get it set
22 up and find out what was going on. They would not
23 tell me.

24 Q Are you telling me you let two days stand between
25 you and getting paid \$75,000?

1 A When I was told from the bank that Mr. Boheler said
2 not to pay me, there was a problem, sir.

3 Q So you went to the bank?

4 A I called the bank. I called the Midlands Mortgage
5 and asked why. And they -- I said, "Why wasn't it"
6 -- because they've always paid the checks, just
7 like the girl came out and said.

8 Q Well, this is the final draw and payment to be made
9 the closing. If the closing was going to take
10 place in two days, you would've got --

11 A The closing wasn't going to --

12 Q -- your money then, right?

13 A The closing wasn't going to take place in two days.

14 Q Why not?

15 A The house would've been completed, ready to move
16 in, with a certificate of occupancy. That is a
17 substantial completion.

18 Q Right.

19 A There were some things that we agreed to that were
20 not going to be 100 percent finished because they
21 wanted ramps put in and they wanted some other
22 things done, which we were doing, but we weren't
23 finished with some of the extras. That's what was
24 going to be finished afterwards. They could've
25 closed the -- and the bank even had a -- no problem

1 -- on -- with an extra few days -- a week --
2 whatever. Because I discussed that with them.

3 Q But -- all right. You could've finished it. Why
4 didn't you just finish it in two days?

5 A I didn't get paid, sir. And I was told -- and
6 Keith Meyers had made it quite clear that it was
7 going to be problems.

8 Q All right. What do you mean by that?

9 A That there was going to be -- that -- about the
10 money. That's why I asked to have a meeting
11 with --

12 Q Well, why --

13 A -- Mr. Boheler.

14 Q -- wouldn't you have fulfilled your obligations,
15 under this agreement, in two days and then seek the
16 money?

17 A Because it didn't happen. I don't know --

18 Q And you chose not to do that?

19 A No, sir. It just didn't happen in time.

20 Q Did somebody stop you from doing it?

21 A Yes, sir.

22 Q Who stopped you from doing it?

23 A Well, Keith Meyers had John Harding doing the
24 things that I asked John not to do at the time. He
25 was pulling him to do something else.

1 Q That day? Thereafter?

2 A Quite a few days.

3 Q Well, I mean, again, that's different from what
4 we're talking about.

5 A No, sir. It's not. You asked me why I couldn't --
6 you know, didn't do it.

7 Q No. Your --

8 A There are a lot of reasons why.

9 Q Your testimony is: You could've --

10 A I could've got a certificate of occupancy, yes,
11 sir. I could.

12 Q If you had been paid your full amount --

13 A Yes, sir.

14 Q -- you could've got a certificate of occupancy?

15 A Yes. If I had been paid that draw amount, yes,
16 sir.

17 Q You could've gotten one in -- in two days?

18 A Yes, sir. Yes, sir.

19 Q All right. And then what I asked you is: Then why
20 didn't you do it?

21 A I wasn't paid the full amount.

22 Q But you knew the money was coming.

23 A No. I did not. Not when Keith Meyers told me that
24 I'd have to sue him for it.

25 Q Okay. Was there -- is there -- so you're saying

1 over two days and the last draw, you -- you decided
2 not to get a certificate of occupancy?

3 A No, sir. I didn't do any more work on that
4 until --

5 Q Do you know exactly what needed to be done to get a
6 certificate of occupancy?

7 A I sure do.

8 Q What?

9 A We had to -- I had to -- rails that they were
10 finishing up, and there was -- the paint was done
11 -- everything. We had to set appliances.

12 Q Did you call the inspector to ask him to come?

13 A I believe the -- John did. I believe the inspector
14 was called and set up.

15 Q You didn't?

16 A No, sir.

17 Q Okay. John would have?

18 A He would have.

19 Q Okay.

20 A He dealt with calling the inspector.

21 Q So if John testifies that wasn't going to happen,
22 then that wouldn't be correct?

23 A No. That -- not by my understanding.

24 Q Okay.

25 A What John testifies to, I can't say.

314

1 Q I guess I'm trying to figure out -- if your
2 testimony is that, basically -- this is basically
3 saying, "You know what? We're going to honor what
4 you did on this job." The -- let me go back.
5 That's a bad question.

6 I'm still trying to figure out why somebody
7 has a contract -- the work's already been done --
8 why they would then need to enter into a contract
9 -- a second contract? Did you threaten not to
10 finish the job?

11 A No, sir.

12 Q Well --

13 A That was never said.

14 Q -- then why was this necessary?

15 A Because I talked with Keith Meyers about the
16 additional work that was done and what -- what they
17 requested. And this is what he came back with.

18 Q Well, it's -- this is --

19 A This is what he came back with after I gave him the
20 change order that I never got signed by anybody.

21 Q This is regarding your request of a written
22 document required by you for the completion of our
23 house.

24 A I didn't request it.

25 Q You didn't request this?

315

1 A I did not request this. I asked Keith to get this
2 change order signed, and I got this.

3 Q Okay. You didn't basically -- you didn't say, "If
4 I don't get this" --

5 A I --

6 Q -- "I'm not finishing the job"?

7 A I already answered that. No. I did not.

8 Q Okay. And your testimony is that you gave Keith
9 Meyers those numbers?

10 A Yes, sir.

11 Q Okay. All right. Let's talk about your profit and
12 loss sheet. And where is it?

13 MR. COOK: What number is that one?

14 MR. KRAWCZYK: That was No. 10.

15 MR. COOK: Ten? Number 10?

16 THE DEPONENT: Robert, could I get another
17 thing of water --

18 MR. COOK: Sure.

19 THE DEPONENT: -- if you don't mind? Thank
20 you. Thank you.

21 (Off the record from 1:26 p.m. until
22 1:29 p.m.)

23 THE EXAMINATION BY MR. KRAWCZYK CONTINUES.

24 Q You ready?

25 A Yes, sir. Thank you.

316

1 2010, correct?

2 A Yes, sir. After the first draw.

3 Q All right. Did you send a new contract or demand
4 for a different price when you got that set of
5 plans?

6 A No, sir.

7 Q Did you tell John Harding to charge more money for
8 the house when you saw that set of plans?

9 A He told me he could do it.

10 Q He told -- he told you --

11 A -- he could do it.

12 Q -- that he could do it for the same price?

13 A Yes, sir.

14 Q And is it, probably, fair enough to say that he
15 told the Bohelers that he could do it for the same
16 price?

17 A I don't know.

18 Q Did you tell him, "No. You can't do it."?

19 A I told him I didn't see exactly how he could do it.

20 He said that because he was using his family and
21 wasn't having to hire a lot of people, he was using
22 his own, that it would be less money to do it.

23 Q But you knew that was his intent?

24 A To do -- to do the thing and use some of his --
25 that he had done before, yes, sir.

317

1 Q You knew that it was his intent to build the house
2 according to the second set of plans and still
3 charge \$225,000.00?

4 A Yes, sir.

5 Q So why would you think it would be fair then, after
6 the works been done, after the promise has been
7 made, to go back and charge the Bohelers for that
8 work?

9 MR. COOK: Objection to the form. (To the
10 deponent) You can answer.

11 A Because I don't think that they -- the -- even with
12 the second set of plans and all that was done, was
13 the same as what we -- he agreed to do.

14 Q All right. Well, the basement was in the second
15 set of plans, wasn't it?

16 A Yes, sir.

17 Q And you've gone back and asked -- demanded that the
18 Bohelers pay for that basement now; isn't that
19 correct?

20 A Yes, sir.

21 Q And the stairs were in there, and you're now asking
22 them to come back -- those?

23 A I -- I -- what's the word -- I thought that a
24 friend who had done this before could do it.

25 That's the bottom line. And he was very -- he

1 said, "If I didn't do it, that the Bohelers
2 probably couldn't get it done because they had such
3 a trouble getting a loan and that they would have
4 to find somebody else who was licensed to do it."
5 I, as a courteous -- the a way that I look back at
6 it now -- is I said, "Okay." I should not have,
7 but I did.

8 Q So wouldn't it be fair to say that the real culprit
9 in this is John Harding?

10 A John did not do everything he should've. That's
11 why I went to try to finish the job and complete
12 it, because that's the type of person I try to be.

13 Q John messed up.

14 A I think so.

15 Q Okay. John tried to do too much for too little.

16 A Probably.

17 Q Okay.

18 A He promised too much for too little.

19 Q And the Bohelers relied on that.

20 A I don't know.

21 Q Well, that's how they responded to this lawsuit,
22 correct.

23 A I -- I don't know how they responded to the
24 lawsuit.

25 Q All right. Well, if I told you that the Bohelers

1 relied on what he said.

2 A But the Bohelers also had a discussion with me and
3 knew that they couldn't get everything John told
4 them.

5 Q Right. As you said, you had a meeting when you --

6 A Uh-huh.

7 Q -- came back on the job.

8 A When they asked me to, yes, sir.

9 Q But by then a good amount, of what you're calling
10 extras and changes --

11 A Uh-huh.

12 Q -- had already been done and performed, correct?

13 A Uh-huh. Yes, sir.

14 Q And John Harding is admitted that he promised that
15 to the Bohelers; isn't he?

16 A Yes. He did.

17 Q And you -- you just testified that he told you
18 before he was going to do it, that he was going to
19 do it.

20 A That he was going to do the plans that were there,
21 yes, sir.

22 Q So why -- if John promised the Bohelers and he told
23 you, why now should the Bohelers have to pay in --
24 in hindsight for what John did?

25 A I can't answer that question.

320

1 Q You haven't sued John Harding in this. Shouldn't
2 he be responsible for that?

3 A I can't answer that question. I don't know.

4 Q You don't know why you haven't sued John?

5 A No, sir. Don't know why.

6 Q Do you think you should've sued John?

7 A I can't answer that question.

8 Q Why can't you answer it?

9 A Because that are legal questions, in my mind, that
10 I would have to discuss with somebody, and I
11 haven't done that.

12 Q Instead of filing a lien on this, why didn't you
13 say, "John, you owe me money."?

14 A John was going to finish the job with me until I
15 was told I had to leave. And then they hired John,
16 the person that they said they didn't want,
17 couldn't stand, they hired him to finish the job,
18 sir. I don't know why. So obviously they had
19 faith in John and not in me.

20 Q So as far as the Bohelers would've known, whatever
21 John Harding told them he could do, that was the
22 agreement.

23 MR. COOK: Object to the form.

24 A I don't know.

25 Q Well, that's what John Harding says --

1 A That's what he says.

2 Q -- in his affidavit, correct?

3 A Yes, sir. But I -- he never told me that.

4 Q Well, you told -- he -- he told you he was going to
5 build those second set of plans for \$225,000.00.

6 A Yes. He said that.

7 Q Okay. And so, truly, really the only extras from
8 that would be anything that's not included in the
9 plans; isn't that correct?

10 A Not included in the original set of plans, yes,
11 sir.

12 Q No. Not included in the September plans that he
13 told you he was going to build.

14 A What he told me, I don't know what he told them.

15 Q I'm asking you.

16 A Uh-huh.

17 Q He told you that he was going to build this house,
18 in the second set of plans, for \$225,000.00. And
19 you doubted that he could do it, correct?

20 A Correct.

21 Q But he said, "I'm going to do it," correct?

22 A Correct.

23 Q So now the agreement, including the -- you didn't
24 stop him from doing it.

25 A Correct. I explained that.

322

1 Q Okay. So now the agreement is to build the second
2 set of plans for \$225,000.00 --

3 A Uh-huh.

4 Q -- isn't it?

5 A Correct.

6 Q So all the things that you're calling extras and
7 change in plans actually should be included in the
8 \$225,000.00.

9 A I disagree.

10 Q How -- how could that be?

11 A Because I just disagree. I'm disagreeing on that,
12 I think it should be included.

13 Q It should be included to the Bohelers?

14 A Yes, sir.

15 Q Even though they didn't agree to it?

16 A I don't know that they didn't; you don't know that
17 they didn't.

18 Q Well, I can -- if I -- if I tell you that they
19 didn't know.

20 A And I can --

21 Q And if they testify -- if they testified that this
22 is what John -- John Harding told them, the same
23 thing that he told you --

24 A Uh-huh.

25 Q -- wouldn't they have a right to rely on that?

323

1 A That's what they say, yes, sir.

2 Q And in fact, isn't that what the Bohelers told you
3 when they got on the job -- when you got on the
4 job?

5 A Told me what, sir?

6 Q That these are the plans, and this is what John was
7 going to build for \$225,000.00.

8 A No. They told me he was going to do a lot more
9 than that. And I told them there's no way.

10 Q Okay. So at that point and time --

11 A We agreed.

12 Q You agreed?

13 A That's right. On what was going to be completed.

14 Q You were going to complete the house pursuant to
15 the second plans?

16 A To what was there, yes, sir.

17 Q Okay. And all the things that had already been
18 done and already been passed were in the past.

19 A No, sir.

20 Q No?

21 A We talked about any extras and all the stuff that
22 would be -- had to be done, and it was agreed. And
23 I said, "We'll do it, we'll get this thing worked
24 out. I will work" -- did everything I could to get
25 these people in their house.

1 Q But a lot of the extras that you're claiming had
2 already been done.

3 A Some of them had, yes, sir.

4 Q When was the last time you spoke to John Harding?

5 A A few weeks ago.

6 Q And what did you call him for?

7 A See if ---

8 Q Talk to him for?

9 A See if he'd come in and talk with me.

10 Q Did he come?

11 A No, sir.

12 Q Has he done any work for you since then?

13 A No, sir. I haven't seen him or spoken to him
14 except for that one time.

15 Q All right. It says, "As of," looks like, "July
16 22nd, 2011," when this agreement, that you're
17 calling it, Number 18 --

18 A Okay.

19 Q -- was entered into, you already knew that John
20 Harding had -- had promised and was going to build
21 the house pursuant the second plans for
22 \$225,000.00.

23 A I -- yes, sir.

24 Q Okay. So all those extras that were already in the
25 plans were already part of the agreement to have

325

1 been built.

2 A If that's what John said.

3 Q Okay. And so those extras, which you are claiming
4 were part of this agreement, would've already been
5 agreed to.

6/ A I didn't see it that way. And that's what would've
7 been talked out and worked out when the job was
8 finished. It happens on every job you ever do:
9 There's always extras and additions.

10 Q Now, is it -- well, now, when you took over the
11 job, did Mr. Boheler give you a spreadsheet of the
12 amount of money that had been paid?

13 A Yes, sir.

14 Q Okay. And did you include that spreadsheet in with
15 your documents?

16 A In which documents?

17 Q That you provided.

18 A I'm -- I'm sure I did.

19 Q Okay. I think I got it here. I'll have to make a
20 copy.

21 Q Is that the document that we're referring to? Is
22 that what you were given? That was in your
23 documents.

24 A I think so.

25 Q Okay.

326

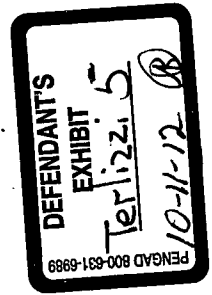
Boheler Changes and Extras:

*From original plans
of April 2010*

\$ 1,800.00	Change 1st floor bathroom from approx. 5' x 9' to 5' x 15'-8". Add walk-in closet area space to bathroom. Add linen closet and window
\$ 1,635.00	Add closet in 1st floor bedroom with bi-fold doors. Change triple window to 2 single windows. (Triple window already purchased and installed)
\$ (250.00)	Delete triple window in DR and add 2 closets
\$ 650.00	Delete 2 columns at DR entrance and frame for double pocket door. Install LVL beam to support load
\$ 2,250.00	Delete window at end off hall on 1st floor. reconfigure stairs and add exterior door, increase deck size to extend to both exterior doors
\$ 315.00	Increase deck off master bedroom to match deck below

Basement

\$ 16,210.00	Increase size of basement from 432 SF to 1344 SF. Frame walls and rough-in bathroom plumbing for future use
\$ 2,160.00	Delete storage area under stairway. Build stairway to basement
\$ 2,800.00	Install exterior door and stairs from basement to outside grade
\$ 27,570.00	



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EXHIBIT B

9:56 AM
09/06/11
Cash Basis

Terlizzi Home Improvement, LLC
Transaction Detail By Account
All Transactions

Type	Date	Num	Name	Paid Amount	Balance
4100 - Income					
4110 - Construction Income					
2200 - Customer Payment					
Invoice	9/25/2010	11678	Boheler	31,500.00	31,500.00
Invoice	11/3/2010	11686	Boheler	6,750.00	38,250.00
Invoice	11/19/2010	11688	Boheler	20,250.00	58,500.00
Invoice	12/10/2010	11691	Boheler	21,375.00	79,875.00
Invoice	1/7/2011	11693	Boheler	16,875.00	96,750.00
Invoice	2/4/2011	11697	Boheler	23,625.00	120,375.00
Invoice	3/11/2011	11703	Boheler	10,125.00	130,500.00
Invoice	5/31/2011	11714	Boheler	10,125.00	140,625.00
Invoice	6/17/2011	11721	Boheler	11,250.00	151,875.00
Invoice	7/22/2011	11722	Boheler	18,000.00	169,875.00
Invoice	8/22/2011	11723	Boheler	21,000.00	190,875.00
Total 2200 - Customer Payment				190,875.00	190,875.00
Total 4110 - Construction Income				190,875.00	190,875.00
Total 4100 - Income				190,875.00	190,875.00
TOTAL				190,875.00	190,875.00

EXHIBIT C

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Boheler Changes and Extras:

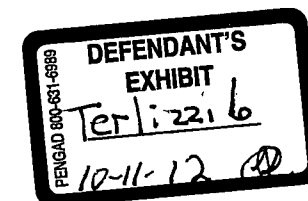
\$	968.35	Change exterior doors from metal to fiberglass	
\$	265.00	Change dinette window by stairs to garden window	
\$	14,126.00 /	Change exterior to stone veneer. Add stone on front porch walls and stone stairs	
\$	3,650.00 /	Upgrade heat pump units from 13 seer to 14 seer. Change 1st floor unit from 3 ton to 4 ton with stub outs in basement for future use	Per Mike Boheler
→\$	4,804.52	Change floor joists to 16" truss system to accommodate HVAC system in floor instead of ceiling of 2nd floor	
\$	1,650.00	Change location of 2nd floor air handler from attic to pantry then relocate from pantry to closet built in 1st floor bedroom for air handler	Per Mike Boheler
~~\$~~	~~895.00 /~~	~~Remove coat closet in foyer and enlarge opening from foyer to kitchen (Sheetrock installed, load bearing)~~	
\$	1,100.00	Add pass thru from kitchen to great room. (framing complete load bearing wall)	
\$	1,500.00 /	Increase number of kitchen cabinets	
\$	775.00	Exterior was to be painted hardi-plank siding, Hardi fascia, soffit and trim. Changed to metal and vinyl fascia, soffit and trim	
\$	2,873.00	Rock in foundation excavation	
\$	7,294.26 /	Upgrade on flooring and tile	
\$	(250.00)	Plumbing allowance \$2,870.00	
\$	550.00 /	Add shower valve in master shower	
\$	395.00 /	Pantry door upgrade, change size to 3/0 x 6/8 and special glass —	
\$	2,150.00	Change roof design and deck to add screen porch off balcony	
\$	785.00	Add wall between kitchen and laundry room	
\$	410.00	Add linen closet in master bathroom	
\$	365.00 /	Install 30 amp electrical circuit for safety tub —	
\$	44,306.13		

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Adams, Gregory					
Boheler					
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	96.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	93.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	84.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	63.00
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	72.00
Total Boheler					408.00
Total Adams, Gregory					408.00
Allied Concrete Products					
Boheler					
Boheler	8/16/2011	VS	landscape blocks	5110 · Materials -COGS	738.92
Total Boheler					738.92
Total Allied Concrete Products					738.92
Atlantic Air-conditioning, LLC					
Boheler					
Boheler	2/11/2011	Boheler	Rough-in Draw	5120 · Subcontractors / Contract Labor	6,050.00
Boheler	8/18/2011		Completion Draw	5120 · Subcontractors / Contract Labor	6,050.00
Total Boheler					12,100.00
Total Atlantic Air-conditioning, LLC					12,100.00
B&B Wood Products					
Boheler					
Boheler	7/25/2011		cabinet doors, drawers	5110 · Materials -COGS	366.48
Total Boheler					366.48
Total B&B Wood Products					366.48
Bart Fireside					
Boheler					
Boheler	1/24/2011	Visa	Fireplace	5110 · Materials -COGS	411.95
Total Boheler					411.95
Total Bart Fireside					411.95



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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Butler, Larry					
Boheler					
Boheler	10/21/2010	(10/15/2010 - 10/21/2010)	5120 · Subcontractors / Contract Labor		24.00
Boheler	11/5/2010	(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor		24.00
Boheler	11/5/2010	(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor		66.00
Boheler	11/5/2010	(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor		56.00
Boheler	11/5/2010	(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor		20.00
Boheler	11/12/2010	(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor		60.00
Boheler	11/12/2010	(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor		64.00
Boheler	11/12/2010	(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor		60.00
Boheler	11/12/2010	(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor		68.00
Boheler	11/19/2010	(11/12/2010 - 11/18/2010)	5120 · Subcontractors / Contract Labor		60.00
Boheler	11/19/2010	(11/12/2010 - 11/18/2010)	5120 · Subcontractors / Contract Labor		64.00
Boheler	11/19/2010	(11/12/2010 - 11/18/2010)	5120 · Subcontractors / Contract Labor		64.00
Boheler	11/26/2010	(11/19/2010 - 11/25/2010)	5120 · Subcontractors / Contract Labor		60.00
Boheler	6/17/2011	(06/10/2011 - 06/16/2011)	5120 · Subcontractors / Contract Labor		32.00
Boheler	6/17/2011	(06/10/2011 - 06/16/2011)	5120 · Subcontractors / Contract Labor		40.00
Boheler	6/24/2011	(06/17/2011 - 06/23/2011)	5120 · Subcontractors / Contract Labor		64.00
Boheler	6/24/2011	(06/17/2011 - 06/23/2011)	5120 · Subcontractors / Contract Labor		60.00
Boheler	7/1/2011	(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor		32.00
Boheler	7/1/2011	(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor		16.00
Boheler	7/1/2011	(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor		12.00
Boheler	7/7/2011	(07/01/2011 - 07/07/2011)	5120 · Subcontractors / Contract Labor		36.00
Boheler	7/21/2011	(07/15/2011 - 07/21/2011)	5120 · Subcontractors / Contract Labor		10.00
Boheler	7/21/2011	(07/15/2011 - 07/21/2011)	5120 · Subcontractors / Contract Labor		8.00
Boheler	7/28/2011	(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor		16.00
Boheler	7/28/2011	(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor		8.00
Boheler	7/28/2011	(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor		58.00
Boheler	8/5/2011	(07/29/2011 - 08/04/2011)	5120 · Subcontractors / Contract Labor		32.00
Boheler	8/5/2011	(07/29/2011 - 08/04/2011)	5120 · Subcontractors / Contract Labor		36.00
Boheler	8/5/2011	(07/29/2011 - 08/04/2011)	5120 · Subcontractors / Contract Labor		36.00
Boheler	8/12/2011	(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor		4.00
Boheler	8/12/2011	(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor		16.00
Boheler	8/12/2011	(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor		64.00
Boheler	8/19/2011	(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor		64.00
Boheler	8/19/2011	(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor		93.00
Boheler	8/19/2011	(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor		68.00
Boheler	8/19/2011	(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor		12.00
Boheler	8/19/2011	(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor		64.00
Boheler	8/25/2011	(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor		52.00
Boheler	8/25/2011	(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor		64.00
Total Boheler					1,687.00
Total Butler, Larry					1,687.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
C. Cannons Constr Inc					
Boheler					
Boheler	7/1/2011	Boheler #1	Draw	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	7/7/2011	Boheler #2	Draw	5120 · Subcontractors / Contract Labor	2,250.00
Boheler	8/11/2011	Boheler Porch	Porch rails and columns	5120 · Subcontractors / Contract Labor	2,500.00
Boheler	8/18/2011	Boheler	Interior trim	5120 · Subcontractors / Contract Labor	500.00
Total Boheler					6,750.00
Total C. Cannons Constr Inc					6,750.00
Capital Supply					
Boheler					
Boheler	1/3/2011	40173	wire, boxes, cctv cable	5110 · Materials -COGS	1,016.53
Boheler	1/3/2011	40173	Tax	Sales Tax	71.16
Boheler	6/1/2011	011037	Switches,wire, boxes	5110 · Materials -COGS	318.05
Boheler	6/1/2011	011037	Tax	Sales Tax	22.26
Boheler	6/15/2011	10884	Electrical supplies - Invoice # 400...	5110 · Materials -COGS	78.27
Boheler	8/9/2011	022687	6/2 wire, breakers, conduit	5110 · Materials -COGS	389.60
Boheler	8/12/2011	083050	plumbing pipe, fittings, 50 gallon ...	5110 · Materials -COGS	669.52
Boheler	8/18/2011	053024	wire, a/c disc, cover plates, boxes	5110 · Materials -COGS	485.04
Total Boheler					3,050.43
Total Capital Supply					3,050.43
Coastal Concrete					
Boheler					
Boheler	8/4/2011	VS	Concrete for porch	5110 · Materials -COGS	951.69
Total Boheler					951.69
Total Coastal Concrete					951.69
Derek Osby					
Boheler					
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	5120 · Subcontractors / Contract Labor	32.00
Boheler	6/24/2011		(06/17/2011 - 06/23/2011)	5120 · Subcontractors / Contract Labor	64.00
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor	8.00
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor	12.00
Boheler	7/7/2011		(07/01/2011 - 07/07/2011)	5120 · Subcontractors / Contract Labor	8.00
Boheler	7/21/2011		(07/15/2011 - 07/21/2011)	5120 · Subcontractors / Contract Labor	10.00
Boheler	7/21/2011		(07/15/2011 - 07/21/2011)	5120 · Subcontractors / Contract Labor	8.00
Boheler	7/28/2011		(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor	16.00
Total Boheler					158.00
Total Derek Osby					158.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Exxon					
Boheler					
Boheler	7/18/2011	VS	Gas	60304 · Gas & Oil	50.00
Total Boheler					50.00
Total Exxon					50.00
Family Mart					
Boheler					
Boheler	8/2/2011	VS		60304 · Gas & Oil	82.60
Total Boheler					82.60
Total Family Mart					82.60
Fulmer Hardware					
Boheler					
Boheler	4/8/2011	26268	SEU cable, 2" romex connectors	5110 · Materials -COGS	129.48
Boheler	4/8/2011	26268	Tax	Sales Tax	9.06
Total Boheler					138.54
Total Fulmer Hardware					138.54
George E. Wood					
Boheler					
Boheler	7/21/2011	5053	Insulate attic and floor	5120 · Subcontractors / Contract Labor	1,980.00
Total Boheler					1,980.00
Total George E. Wood					1,980.00
Gibson, Grady					
Boheler					
Boheler	3/3/2011	Boheler	Draw - masonry work	5120 · Subcontractors / Contract Labor	1,000.00
Boheler	3/11/2011	Boheler	Draw - masonry work	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	4/28/2011	Boheler	Draw - masonry work	5120 · Subcontractors / Contract Labor	300.00
Boheler	7/15/2011	Boheler	Stone work	5120 · Subcontractors / Contract Labor	500.00
Boheler	7/21/2011	10906	Masonry	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	8/6/2011	10932	Porch concrete - form and pour	5120 · Subcontractors / Contract Labor	1,550.00
Boheler	8/11/2011	Boheler	Masonry	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	8/19/2011	Boheler	Stone work	5120 · Subcontractors / Contract Labor	2,000.00
Boheler	8/23/2011	Boheler	Completion of work	5120 · Subcontractors / Contract Labor	3,900.00
Total Boheler					13,750.00
Total Gibson, Grady					13,750.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Home Depot					
Boheler					
Boheler	12/1/2010	Visa	Tub	5110 · Materials -COGS	259.00
Boheler	12/1/2010	Visa	Tub shower valve	5110 · Materials -COGS	216.00
Boheler	12/1/2010	Visa	Tax	Sales Tax	33.25
Boheler	1/27/2011	Visa	Wire Staples	5110 · Materials -COGS	22.71
Boheler	1/27/2011	Visa	Tax	Sales Tax	1.43
Boheler	2/1/2011	Visa	wire, flood fixtures	5110 · Materials -COGS	342.37
Boheler	2/1/2011	Visa	Tax	Sales Tax	23.75
Boheler	6/6/2011	Visa	deadbolt locks	5110 · Materials -COGS	200.77
Boheler	6/16/2011	Visa	ratchet	5110 · Materials -COGS	11.74
Boheler	6/16/2011	Visa	SR mud	5110 · Materials -COGS	68.75
Boheler	6/16/2011	Visa	pipe insulation	5110 · Materials -COGS	3.88
Boheler	6/16/2011	Visa	Tax	Sales Tax	5.08
Boheler	6/16/2011	Visa	sheetrock, lumber	5110 · Materials -COGS	582.81
Boheler	6/16/2011	Visa	Tax	Sales Tax	40.79
Boheler	6/18/2011	Visa	12" 90 deg el	5110 · Materials -COGS	12.41
Boheler	6/18/2011	Visa	Tax	Sales Tax	0.66
Boheler	6/25/2011	Visa	material	5110 · Materials -COGS	19.21
Boheler	7/5/2011	Visa	6x80 door	5110 · Materials -COGS	168.00
Boheler	7/5/2011	Visa	48x80 door	5110 · Materials -COGS	331.00
Boheler	7/5/2011	Visa	Tax	Sales Tax	34.93
Boheler	7/27/2011	Visa	tile edge, rags	5110 · Materials -COGS	39.03
Boheler	7/30/2011	VS	corrugated drain line	5110 · Materials -COGS	184.62
Boheler	8/2/2011	VS	grout	5110 · Materials -COGS	14.20
Boheler	8/11/2011	VS	shower valve, door locks	5110 · Materials -COGS	647.64
Boheler	8/13/2011	VS	saw blades, paslode fuel, nails	5110 · Materials -COGS	148.85
Boheler	8/18/2011	VS	studs, doorlock,minwax stain	5110 · Materials -COGS	129.16
Total Boheler					3,542.04
Total Home Depot					3,542.04
Jeff Stahl					
Boheler					
Boheler	7/28/2011	Boheler	Tile installation - 1st draw	5120 · Subcontractors / Contract Labor	1,000.00
Boheler	8/5/2011	10928	Tile	5120 · Subcontractors / Contract Labor	200.00
Boheler	8/5/2011	10922	Tile	5120 · Subcontractors / Contract Labor	1,650.00
Total Boheler					2,850.00
Total Jeff Stahl					2,850.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Job Time - Willie Terlizzi					
Boheler					
Boheler	10/8/2010		(10/01/2010 - 10/07/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	10/15/2010		(10/08/2010 - 10/14/2010)	65011.2 · Owner's time @ Jobsite	80.00
Boheler	10/21/2010		(10/15/2010 - 10/21/2010)	65011.2 · Owner's time @ Jobsite	60.00
Boheler	10/21/2010		(10/15/2010 - 10/21/2010)	65011.2 · Owner's time @ Jobsite	60.00
Boheler	10/21/2010		(10/15/2010 - 10/21/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	10/21/2010		(10/15/2010 - 10/21/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	10/28/2010		(10/22/2010 - 10/28/2010)	65011.2 · Owner's time @ Jobsite	80.00
Boheler	10/28/2010		(10/22/2010 - 10/28/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	65011.2 · Owner's time @ Jobsite	60.00
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	65011.2 · Owner's time @ Jobsite	60.00
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	65011.2 · Owner's time @ Jobsite	50.00
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	11/19/2010		(11/12/2010 - 11/18/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	11/19/2010		(11/12/2010 - 11/18/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	11/19/2010		(11/12/2010 - 11/18/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	11/26/2010		(11/19/2010 - 11/25/2010)	65011.2 · Owner's time @ Jobsite	150.00
Boheler	11/26/2010		(11/19/2010 - 11/25/2010)	65011.2 · Owner's time @ Jobsite	160.00
Boheler	12/3/2010		(11/26/2010 - 12/02/2010)	65011.2 · Owner's time @ Jobsite	100.00
Boheler	12/3/2010		(11/26/2010 - 12/02/2010)	65011.2 · Owner's time @ Jobsite	100.00
Boheler	12/3/2010		(11/26/2010 - 12/02/2010)	65011.2 · Owner's time @ Jobsite	80.00
Boheler	12/10/2010		(12/03/2010 - 12/09/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	12/17/2010		(12/10/2010 - 12/16/2010)	65011.2 · Owner's time @ Jobsite	30.00
Boheler	12/24/2010		(12/17/2010 - 12/23/2010)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	12/31/2010		(12/24/2010 - 12/30/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	12/31/2010		(12/24/2010 - 12/30/2010)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	1/7/2011		(12/31/2010 - 01/06/2011)	65011.2 · Owner's time @ Jobsite	120.00
Boheler	1/7/2011		(12/31/2010 - 01/06/2011)	65011.2 · Owner's time @ Jobsite	140.00
Boheler	1/7/2011		(12/31/2010 - 01/06/2011)	65011.2 · Owner's time @ Jobsite	140.00
Boheler	1/14/2011		(01/07/2011 - 01/13/2011)	65011.2 · Owner's time @ Jobsite	120.00
Boheler	1/14/2011		(01/07/2011 - 01/13/2011)	65011.2 · Owner's time @ Jobsite	100.00
Boheler	1/14/2011		(01/07/2011 - 01/13/2011)	65011.2 · Owner's time @ Jobsite	60.00
Boheler	1/21/2011		(01/14/2011 - 01/20/2011)	65011.2 · Owner's time @ Jobsite	50.00
Boheler	1/21/2011		(01/14/2011 - 01/20/2011)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	1/21/2011		(01/14/2011 - 01/20/2011)	65011.2 · Owner's time @ Jobsite	40.00
Boheler	1/28/2011		(01/21/2011 - 01/27/2011)	65011.2 · Owner's time @ Jobsite	115.00
Boheler	1/28/2011		(01/21/2011 - 01/27/2011)	65011.2 · Owner's time @ Jobsite	75.00
Boheler	1/28/2011		(01/21/2011 - 01/27/2011)	65011.2 · Owner's time @ Jobsite	130.00
Boheler	2/4/2011		(01/28/2011 - 02/03/2011)	65011.2 · Owner's time @ Jobsite	110.00
Boheler	2/4/2011		(01/28/2011 - 02/03/2011)	65011.2 · Owner's time @ Jobsite	20.00
Boheler	2/4/2011		(01/28/2011 - 02/03/2011)	65011.2 · Owner's time @ Jobsite	130.00
Boheler	2/4/2011		(01/28/2011 - 02/03/2011)	65011.2 · Owner's time @ Jobsite	50.00
Boheler	2/11/2011		(02/04/2011 - 02/10/2011)	65011.2 · Owner's time @ Jobsite	80.00
Boheler	2/24/2011		(02/18/2011 - 02/24/2011)	65011.2 · Owner's time @ Jobsite	40.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	2/24/2011		(02/18/2011 - 02/24/2011)	65011.2 Owner's time @ Jobsite	140.00
Boheler	3/10/2011		3/4/2011 - 3/10/2011	65011.2 Owner's time @ Jobsite	50.00
Boheler	3/17/2011		3/11/2011 - 3/17/2011	65011.2 Owner's time @ Jobsite	70.00
Boheler	4/8/2011		(04/01/2011 - 04/07/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	4/14/2011		(04/08/2011 - 04/14/2011)	65011.2 Owner's time @ Jobsite	90.00
Boheler	4/14/2011		(04/08/2011 - 04/14/2011)	65011.2 Owner's time @ Jobsite	40.00
Boheler	4/28/2011		(04/22/2011 - 04/28/2011)	65011.2 Owner's time @ Jobsite	160.00
Boheler	4/28/2011		(04/22/2011 - 04/28/2011)	65011.2 Owner's time @ Jobsite	120.00
Boheler	5/13/2011		(05/06/2011 - 05/12/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	6/3/2011		(05/27/2011 - 06/02/2011)	65011.2 Owner's time @ Jobsite	140.00
Boheler	6/10/2011		(06/03/2011 - 06/09/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	65011.2 Owner's time @ Jobsite	100.00
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	65011.2 Owner's time @ Jobsite	100.00
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	65011.2 Owner's time @ Jobsite	112.50
Boheler	6/24/2011		(06/17/2011 - 06/23/2011)	65011.2 Owner's time @ Jobsite	200.00
Boheler	6/24/2011		(06/17/2011 - 06/23/2011)	65011.2 Owner's time @ Jobsite	187.50
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	65011.2 Owner's time @ Jobsite	125.00
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	65011.2 Owner's time @ Jobsite	75.00
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	7/8/2011		(07/01/2011 - 07/07/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	7/8/2011		(07/01/2011 - 07/07/2011)	65011.2 Owner's time @ Jobsite	150.00
Boheler	7/8/2011		(07/01/2011 - 07/07/2011)	65011.2 Owner's time @ Jobsite	125.00
Boheler	7/8/2011		(07/01/2011 - 07/07/2011)	65011.2 Owner's time @ Jobsite	200.00
Boheler	7/15/2011		(07/08/2011 - 07/14/2011)	65011.2 Owner's time @ Jobsite	125.00
Boheler	7/15/2011		(07/08/2011 - 07/14/2011)	65011.2 Owner's time @ Jobsite	87.50
Boheler	7/15/2011		(07/08/2011 - 07/14/2011)	65011.2 Owner's time @ Jobsite	125.00
Boheler	7/22/2011		(07/15/2011 - 07/21/2011)	65011.2 Owner's time @ Jobsite	12.50
Boheler	7/22/2011		(07/15/2011 - 07/21/2011)	65011.2 Owner's time @ Jobsite	112.50
Boheler	7/22/2011		(07/15/2011 - 07/21/2011)	65011.2 Owner's time @ Jobsite	187.50
Boheler	7/22/2011		(07/15/2011 - 07/21/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	7/29/2011		(07/22/2011 - 07/28/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	7/29/2011		(07/22/2011 - 07/28/2011)	65011.2 Owner's time @ Jobsite	150.00
Boheler	7/29/2011		(07/22/2011 - 07/28/2011)	65011.2 Owner's time @ Jobsite	100.00
Boheler	7/29/2011		(07/22/2011 - 07/28/2011)	65011.2 Owner's time @ Jobsite	50.00
Boheler	7/29/2011		(07/22/2011 - 07/28/2011)	65011.2 Owner's time @ Jobsite	187.50
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	65011.2 Owner's time @ Jobsite	112.50
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	65011.2 Owner's time @ Jobsite	87.50
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	65011.2 Owner's time @ Jobsite	125.00
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	65011.2 Owner's time @ Jobsite	75.00
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	65011.2 Owner's time @ Jobsite	150.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	65011.2 Owner's time @ Jobsite	75.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	65011.2 Owner's time @ Jobsite	175.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	65011.2 Owner's time @ Jobsite	150.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	65011.2 Owner's time @ Jobsite	162.50
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	65011.2 Owner's time @ Jobsite	200.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	65011.2 Owner's time @ Jobsite	206.25
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	65011.2 Owner's time @ Jobsite	200.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	65011.2 Owner's time @ Jobsite	193.75
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	65011.2 Owner's time @ Jobsite	212.50

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	65011.2 · Owner's time @ Jobsite	237.50
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	65011.2 · Owner's time @ Jobsite	200.00
Boheler	8/26/2011		(08/19/2011 - 08/25/2011)	65011.2 · Owner's time @ Jobsite	175.00
Boheler	8/26/2011		(08/19/2011 - 08/25/2011)	65011.2 · Owner's time @ Jobsite	100.00
Boheler	8/26/2011		(08/19/2011 - 08/25/2011)	65011.2 · Owner's time @ Jobsite	200.00
Boheler	8/26/2011		(08/19/2011 - 08/25/2011)	65011.2 · Owner's time @ Jobsite	100.00
Boheler	9/2/2011		(08/26/2011 - 09/01/2011)	65011.2 · Owner's time @ Jobsite	37.50
Total Boheler					9,977.50

Total Job Time - Willie Terlizzi

9,977.50

John Harding Construction

Boheler					
Boheler	9/22/2010	Boheler	Grading, footings, foundation	5120 · Subcontractors / Contract Labor	28,350.00
Boheler	11/19/2010	10799	Boheler Job	5120 · Subcontractors / Contract Labor	7,000.00
Boheler	12/10/2010	10811	Boheler Job	5120 · Subcontractors / Contract Labor	4,000.00
Boheler	12/30/2010	10818	Boheler Job	5120 · Subcontractors / Contract Labor	1,000.00
Boheler	1/6/2011	10825	Boheler Job	5120 · Subcontractors / Contract Labor	6,000.00
Boheler	2/4/2011	10833	Boheler Job	5120 · Subcontractors / Contract Labor	8,400.00
Boheler	3/11/2011	10844	Boheler Job	5120 · Subcontractors / Contract Labor	3,000.00
Boheler	5/31/2011	Boheler	Draw	5120 · Subcontractors / Contract Labor	3,000.00
Boheler	6/23/2011	Boheler	Draw	5120 · Subcontractors / Contract Labor	500.00
Boheler	7/1/2011		Draw	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	7/25/2011		Draw	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	8/5/2011	10929	Home Depot invoice # 1112 21 ...	5110 · Materials -COGS	858.51
Boheler	8/5/2011	10929	Home Depot invoice # 1112 03 ...	5110 · Materials -COGS	822.70
Boheler	8/5/2011	10930	Home Depot invoice # 1112 30 ...	5110 · Materials -COGS	14.20
Boheler	8/5/2011	10930	Lowes invoice # SO 385 J02 120...	5110 · Materials -COGS	81.83
Boheler	8/18/2011		Draw	5120 · Subcontractors / Contract Labor	3,000.00
Total Boheler					69,027.24

Total John Harding Construction

69,027.24

Jose Ruiz

Boheler					
Boheler	7/25/2011	Paint	Paint interior	5120 · Subcontractors / Contract Labor	4,500.00
Total Boheler					4,500.00

Total Jose Ruiz

4,500.00

Kent's Korner

Boheler					
Boheler	7/23/2011	VS	Gas	60304 · Gas & Oil	81.00
Total Boheler					81.00

Total Kent's Korner

81.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
LiL Cricket Gas					
Boheler					
Boheler	8/18/2011	VS		60304 · Gas & Oil	74.85
Total Boheler					74.85
Total LiL Cricket Gas					74.85
Lowes Stores					
Boheler					
Boheler	1/3/2011	Visa	electrical boxes, wire	5110 · Materials -COGS	724.65
Boheler	1/3/2011	Visa	Tax	Sales Tax	50.40
Boheler	1/5/2011	Visa	Bath fans, eyeball trims, grd wire	5110 · Materials -COGS	480.98
Boheler	1/5/2011	Visa	Tax	Sales Tax	33.67
Boheler	1/19/2011	Visa	electrical boxes, wire	5110 · Materials -COGS	227.55
Boheler	1/19/2011	Visa	Tax	Sales Tax	15.93
Boheler	4/26/2011	Visa	IC cans Contractor pack	5110 · Materials -COGS	69.98
Boheler	4/26/2011	Visa	IC Remodel canscans	5110 · Materials -COGS	78.12
Boheler	4/26/2011	Visa	screws	5110 · Materials -COGS	3.54
Boheler	4/26/2011	Visa	Tax	Sales Tax	10.41
Boheler	4/27/2011	Visa	IC remodel can	5110 · Materials -COGS	52.08
Boheler	4/27/2011	Visa	IC cans	5110 · Materials -COGS	8.34
Boheler	4/27/2011	Visa	Tax	Sales Tax	4.23
Boheler	6/27/2011	Visa	Foam	5110 · Materials -COGS	19.92
Boheler	6/27/2011	Visa	Tax	Sales Tax	1.40
Boheler	7/6/2011	Visa	wire, recess cans	5110 · Materials -COGS	165.90
Boheler	7/25/2011	VS	ceramic tile	5110 · Materials -COGS	2,036.28
Boheler	7/25/2011	VS	delivery fee	5110 · Materials -COGS	85.00
Boheler	7/25/2011	VS	Tax	Sales Tax	148.49
Boheler	7/27/2011	Cash	CEMENT BOARD, SHEETROCK	5110 · Materials -COGS	164.31
Boheler	7/28/2011	Visa	drain pipe, drain fabric	5110 · Materials -COGS	167.43
Boheler	8/1/2011	VS	GFI receptacles	5110 · Materials -COGS	86.67
Boheler	8/2/2011	VS	bull nose tile	5110 · Materials -COGS	126.08
Boheler	8/2/2011	VS	foam	5110 · Materials -COGS	24.90
Boheler	8/2/2011	VS	Tax	Sales Tax	10.57
Boheler	8/3/2011	Cash	tile grout	5110 · Materials -COGS	19.54
Boheler	8/4/2011	VS	bathroom vessel faucet	5110 · Materials -COGS	308.80
Boheler	8/4/2011	VS	Tax	Sales Tax	21.62
Boheler	8/4/2011	VS	bath vessel faucet	5110 · Materials -COGS	154.40
Boheler	8/4/2011	VS	Tax	Sales Tax	10.81
Boheler	8/5/2011	Cash	tile	5110 · Materials -COGS	46.03
Boheler	8/6/2011	VS	electrical supplies for service	5110 · Materials -COGS	362.69
Boheler	8/11/2011	VS	SS Sink	5110 · Materials -COGS	229.00
Boheler	8/11/2011	VS	Kitchen faucet	5110 · Materials -COGS	198.00
Boheler	8/11/2011	VS	Tax	Sales Tax	29.89
Boheler	8/12/2011	VS	sump pump basin, wire mesh, 4"t	5110 · Materials -COGS	86.69
Boheler	8/14/2011	VS	laminare router bit	5110 · Materials -COGS	14.97

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	8/14/2011	VS	Tax	Sales Tax	1.05
Boheler	8/24/2011	VS	washers, jumbo rec plates	5110 · Materials -COGS	29.28
Total Boheler					6,309.60
Total Lowes Stores					6,309.60
Marsha Green					
Boheler					
Boheler	7/28/2011	Boheler	sand and gravel for foundation re...	5110 · Materials -COGS	1,350.00
Total Boheler					1,350.00
Total Marsha Green					1,350.00
Micalline Products					
Boheler					
Boheler	8/15/2011	0033784	Countertops	5110 · Materials -COGS	600.60
Boheler	8/15/2011	0033784	Tax	Sales Tax	42.04
Total Boheler					642.64
Total Micalline Products					642.64
Mom & Pops BP Station					
Boheler					
Boheler	1/4/2011	Visa	kerosene	5130 · Other Cost of Goods Sold	19.61
Boheler	1/8/2011	Visa	kerosene	5130 · Other Cost of Goods Sold	19.00
Boheler	5/25/2011	Visa	Gas	60304 · Gas & Oil	98.92
Boheler	7/6/2011	VS		60304 · Gas & Oil	72.90
Boheler	7/26/2011	VS		60304 · Gas & Oil	89.89
Boheler	8/8/2011	VS		60304 · Gas & Oil	92.85
Boheler	8/14/2011	VS		60304 · Gas & Oil	69.55
Boheler	8/20/2011	VS		60304 · Gas & Oil	58.80
Boheler	8/23/2011	VS		60304 · Gas & Oil	72.85
Total Boheler					594.37
Total Mom & Pops BP Station					594.37
Mr. B's					
Boheler					
Boheler	8/6/2011	VS		60304 · Gas & Oil	87.37
Total Boheler					87.37
Total Mr. B's					87.37

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
New South Supply					
Boheler					
Boheler	8/3/2011	VS	concrete stain/dye	5110 · Materials -COGS	214.00
Total Boheler					214.00
Total New South Supply					214.00
Northern Tool & Equipment Company					
Boheler					
Boheler	1/24/2011	Visa	Gloves	5130 · Other Cost of Goods Sold	9.96
Boheler	1/24/2011	Visa	Tax	Sales Tax	0.70
Total Boheler					10.66
Total Northern Tool & Equipment Company					10.66
Oswald Lumber					
Boheler					
Boheler	10/14/2010	101010689306	3/4 T&G Underlayment	5110 · Materials -COGS	1,207.80
Boheler	10/14/2010	101010689306	28oz Subfloor Adhesive	5110 · Materials -COGS	91.20
Boheler	10/14/2010	101010689306	3" Paslode smooth nail	5110 · Materials -COGS	290.00
Boheler	10/14/2010	101010689306	2-3/8" Paslode R/S nail	5110 · Materials -COGS	362.90
Boheler	10/14/2010	101010689306	16D CC nail 30LB Bucket	5110 · Materials -COGS	28.13
Boheler	10/14/2010	101010689306	8D CC nail 30LB Bucket	5110 · Materials -COGS	28.13
Boheler	10/14/2010	101010689306	2x6x16 PT	5110 · Materials -COGS	123.80
Boheler	10/14/2010	101010689306	Tax	Sales Tax	149.24
Boheler	10/15/2010	101010689326	2x4x16 Spruce	5110 · Materials -COGS	208.35
Boheler	10/15/2010	101010689326	Tax	Sales Tax	14.58
Boheler	10/19/2010	101010689381	7/16x4x8 osb	5110 · Materials -COGS	636.00
Boheler	10/19/2010	101010689381	3" Paslode R/S nails	5110 · Materials -COGS	293.75
Boheler	10/19/2010	101010689381	Tax	Sales Tax	65.08
Boheler	10/26/2010	101010689488	Lumber	5110 · Materials -COGS	2,396.67
Boheler	10/26/2010	101010689488	Tax	Sales Tax	167.77
Boheler	10/28/2010	101010350918	Windows and Doors	5110 · Materials -COGS	13,037.14
Boheler	10/28/2010	101010350918	Tax	Sales Tax	912.60
Boheler	10/28/2010	101010689510	Window wrap, House wrap, lumber	5110 · Materials -COGS	439.60
Boheler	10/28/2010	101010689510	Tax	Sales Tax	30.77
Boheler	10/29/2010	101010350936	1st Floor Truss System	5110 · Materials -COGS	3,504.20
Boheler	10/29/2010	101010350936	Tax	Sales Tax	245.29
Boheler	10/29/2010	101010350938	Roof Truss System	5110 · Materials -COGS	2,764.00
Boheler	10/29/2010	101010350938	Tax	Sales Tax	193.48
Boheler	10/29/2010	101010350937	2nd Floor Truss System	5110 · Materials -COGS	3,770.00
Boheler	10/29/2010	101010350937	Tax	Sales Tax	263.90
Boheler	11/1/2010	101110533311	28' LVL	5110 · Materials -COGS	135.07
Boheler	11/1/2010	101110533311	Tax	Sales Tax	9.45
Boheler	11/2/2010	101110488650	Paslode Frame Nail Gun	6920 · Tools & Machines (Under \$500)	207.19
Boheler	11/5/2010	101110689620	Lumber	5110 · Materials -COGS	404.12
Boheler	11/5/2010	101110689620	Tax	Sales Tax	28.29
Boheler	11/9/2010	101110489020	House wrap	5110 · Materials -COGS	200.00
Boheler	11/9/2010	101110489020	Tax	Sales Tax	14.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	11/10/2010	101110689692	OSB, Lumber	5110 · Materials -COGS	2,239.60
Boheler	11/10/2010	101110689692	Tax	Sales Tax	156.77
Boheler	11/11/2010	101110689709	Studs	5110 · Materials -COGS	344.85
Boheler	11/11/2010	101110689709	Tax	Sales Tax	24.14
Boheler	11/12/2010	101110351089	6/0x6/0 Window	5110 · Materials -COGS	249.23
Boheler	11/12/2010	101110351089	Tax	Sales Tax	17.45
Boheler	11/12/2010	101110489235	Paslode Nails	5110 · Materials -COGS	183.24
Boheler	11/12/2010	101110489235	Tax	Sales Tax	12.06
Boheler	11/12/2010	101110489235	Paslode nail gun	5130 · Other Cost of Goods Sold	203.00
Boheler	11/15/2010	101110689753	Metal lath, wall ties, PT lumber	5110 · Materials -COGS	382.35
Boheler	11/15/2010	101110689753	Tax	Sales Tax	26.76
Boheler	11/30/2010	101110689924	lumber	5110 · Materials -COGS	754.99
Boheler	11/30/2010	101110689924	Tax	Sales Tax	52.85
Boheler	12/16/2010	101210491080	Shingles, 5/8 OSB	5110 · Materials -COGS	2,753.24
Boheler	12/16/2010	101210491080	Tax	Sales Tax	192.73
Boheler	12/29/2010	101210690268	Vinyl soffit, lumber	5110 · Materials -COGS	658.59
Boheler	12/29/2010	101210690268	Tax	Sales Tax	46.10
Boheler	12/29/2010	101210690279	2x2 yellow pine	5110 · Materials -COGS	43.20
Boheler	12/29/2010	101210690279	Tax	Sales Tax	3.02
Boheler	12/29/2010	101210690281	ridge vent, flashing, lumber, nails	5110 · Materials -COGS	293.45
Boheler	12/29/2010	101210690281	Tax	Sales Tax	20.54
Boheler	12/31/2010	FC	Finance Charge	60605 · Merchant Finance/Late Chgs/F...	488.39
Boheler	1/5/2011	110110008438	Nichiha Board siding, nails	5110 · Materials -COGS	1,264.10
Boheler	1/5/2011	110110008438	Tax	Sales Tax	88.49
Boheler	1/6/2011	110110690404	PT lumber, Trim coil, J channel, n...	5110 · Materials -COGS	758.16
Boheler	1/6/2011	110110690404	Tax	Sales Tax	53.07
Boheler	1/7/2011	110110492069	Trim coil	5110 · Materials -COGS	(20.00)
Boheler	1/7/2011	110110492069	Tax	Sales Tax	(1.40)
Boheler	1/19/2011	110110690540	PT lumber, Insulation	5110 · Materials -COGS	1,174.79
Boheler	1/19/2011	110110690540	Tax	Sales Tax	82.24
Boheler	1/20/2011	110110690555	PT Lumber, Insulation	5110 · Materials -COGS	345.04
Boheler	1/20/2011	110110690555	Tax	Sales Tax	24.15
Boheler	1/25/2011	FC	Finance Charge	60605 · Merchant Finance/Late Chgs/F...	236.49
Boheler	1/31/2011	110110690701	hardee siding, lumber, vinyl	5110 · Materials -COGS	2,093.64
Boheler	1/31/2011	110110690701	Tax	Sales Tax	146.55
Boheler	2/1/2011	110210690723	Nichiha siding	5110 · Materials -COGS	1,159.20
Boheler	2/1/2011	110210690723	Tax	Sales Tax	81.14
Boheler	2/23/2011	110210541348	Joist hanger nail gun	5130 · Other Cost of Goods Sold	332.74
Boheler	2/23/2011	110210541348	Tax	Sales Tax	23.29
Boheler	2/26/2011	FC	Finance Charge	60605 · Merchant Finance/Late Chgs/F...	151.49
Boheler	3/3/2011	110310691284	shingles, mortar	5110 · Materials -COGS	549.21
Boheler	3/3/2011	110310691284	Tax	Sales Tax	38.44
Boheler	3/4/2011	110310691312	concrete block	5110 · Materials -COGS	269.80
Boheler	3/4/2011	110310691312	Tax	Sales Tax	18.89
Boheler	3/9/2011	110310691388	mortar, j-channel	5110 · Materials -COGS	370.94
Boheler	3/9/2011	110310691388	Tax	Sales Tax	25.97
Boheler	3/10/2011	110310495767	switch and pancake boxes	5110 · Materials -COGS	14.32
Boheler	3/10/2011	110310495767	Tax	Sales Tax	1.00
Boheler	3/17/2011	110310691526	trim coil, treated lumber	5110 · Materials -COGS	467.23

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	3/17/2011	110310691526	Tax	Sales Tax	32.71
Boheler	3/25/2011	FC	Finance Charge	60605 · Merchant Finance/Late Chgs/F...	188.27
Boheler	4/7/2011	110410691853	Sheetrock	5110 · Materials -COGS	2,058.40
Boheler	4/7/2011	110410691853	Tax	Sales Tax	144.09
Boheler	4/25/2011	FC	Finance Charge	60605 · Merchant Finance/Late Chgs/F...	221.30
Boheler	5/25/2011	FC	Finance Charge	60605 · Merchant Finance/Late Chgs/F...	174.99
Boheler	6/27/2011	110610354725	interior doors, trim material	5110 · Materials -COGS	2,332.41
Boheler	6/27/2011	110610354725	Tax	Sales Tax	163.27
Boheler	6/28/2011	110610552248	Insulation, vinyl soffit	5110 · Materials -COGS	380.76
Boheler	6/28/2011	110610552248	Tax	Sales Tax	26.65
Boheler	7/5/2011	110710552701	Stair parts, molding	5110 · Materials -COGS	791.92
Boheler	7/5/2011	110710552701	Tax	Sales Tax	57.88
Boheler	7/5/2011	110710552701	Delivery Fee	5130 · Other Cost of Goods Sold	35.00
Boheler	7/5/2011	110710693369	PT lumber, Soffit	5110 · Materials -COGS	491.70
Boheler	7/5/2011	110710693369	Tax	Sales Tax	36.87
Boheler	7/5/2011	110710693369	Delivery Fee	5130 · Other Cost of Goods Sold	35.00
Boheler	7/6/2011	110710552837	Trash bags, cove molding	5110 · Materials -COGS	45.66
Boheler	7/6/2011	110710552837	Tax	Sales Tax	3.20
Boheler	7/9/2011	110710553150	Vinyl soffit	5110 · Materials -COGS	63.00
Boheler	7/9/2011	110710553150	Tax	Sales Tax	4.41
Boheler	7/15/2011	110710553722	SS White siding nails	5110 · Materials -COGS	10.18
Boheler	7/15/2011	110710553722	Tax	Sales Tax	0.71
Boheler	7/21/2011	110710554129	wood stain, ruler	5110 · Materials -COGS	20.98
Boheler	7/21/2011	110710554129	Tax	Sales Tax	1.47
Boheler	7/21/2011	110710693642	Concrete metal form	5110 · Materials -COGS	615.16
Boheler	7/21/2011	110710693642	screws	5110 · Materials -COGS	47.13
Boheler	7/21/2011	110710693642	Delivery Fee	5130 · Other Cost of Goods Sold	35.00
Boheler	7/21/2011	110710693642	Tax	Sales Tax	48.81
Boheler	7/23/2011	110710693671	Hardibacker, thinset	5110 · Materials -COGS	1,252.94
Boheler	7/23/2011	110710693671	Delivery Fee	5130 · Other Cost of Goods Sold	35.00
Boheler	7/23/2011	110710693671	Tax	Sales Tax	90.16
Boheler	7/23/2011	110710554327	Doors	5110 · Materials -COGS	361.09
Boheler	7/23/2011	110710554327	Tax	Sales Tax	25.28
Boheler	7/27/2011	110710554599	LvL	5110 · Materials -COGS	110.50
Boheler	7/27/2011	110710554599	Screws	5110 · Materials -COGS	44.10
Boheler	7/27/2011	110710554599	Tax	Sales Tax	10.82
Boheler	7/28/2011	110710405770	Foundation waterproofing mat	5110 · Materials -COGS	483.84
Boheler	7/28/2011	110710405770	Tax	Sales Tax	33.87
Boheler	7/28/2011	110710554692	lags, bolts, anchors	5110 · Materials -COGS	64.87
Boheler	7/28/2011	110710554692	Tax	Sales Tax	4.54
Boheler	7/30/2011	110710405880	foundation drain, 3 bags thin set	5110 · Materials -COGS	55.24
Boheler	7/30/2011	110710405880	Tax	Sales Tax	3.87
Boheler	8/8/2011	110810693895	columns, waterproofing, pickets,	5110 · Materials -COGS	2,766.89
Boheler	8/8/2011	110810693895	Tax	Sales Tax	193.68
Boheler	8/9/2011	110810555569	Hinges	5110 · Materials -COGS	10.47
Boheler	8/9/2011	110810555569	Tax	Sales Tax	0.73
Boheler	8/9/2011	110810555613	laminat floor	5110 · Materials -COGS	4,918.20
Boheler	8/9/2011	110810555613	underlayment	5110 · Materials -COGS	340.00
Boheler	8/9/2011	110810555613	freight	5130 · Other Cost of Goods Sold	244.31

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	8/9/2011	110810555613	Tax	Sales Tax	385.18
Boheler	8/9/2011	110810555608	handrail	5110 · Materials -COGS	382.98
Boheler	8/9/2011	110810555608	Tax	Sales Tax	26.81
Boheler	8/9/2011	110810406506	screws, finish nails	5110 · Materials -COGS	46.71
Boheler	8/9/2011	110810406506	Tax	Sales Tax	3.27
Boheler	8/11/2011	110810555755	anchors, handrail, columns, pt lum...	5110 · Materials -COGS	302.57
Boheler	8/11/2011	110810555755	Tax	Sales Tax	21.18
Boheler	8/13/2011	110810406781	qtr round	5110 · Materials -COGS	126.72
Boheler	8/13/2011	110810406781	8 x 10 fiberglass column	5110 · Materials -COGS	282.50
Boheler	8/13/2011	110810406781	8 x 8 column	5110 · Materials -COGS	237.50
Boheler	8/13/2011	110810406781	8x8 wood column	5110 · Materials -COGS	320.00
Boheler	8/13/2011	110810406781	Tax	Sales Tax	67.67
Boheler	8/15/2011	110810555994	2x6, 2x10	5110 · Materials -COGS	106.93
Boheler	8/15/2011	110810555994	Tax	Sales Tax	7.49
Boheler	8/16/2011	110810556191	laminate, novaply	5110 · Materials -COGS	412.81
Boheler	8/16/2011	110810556191	Tax	Sales Tax	28.90
Boheler	8/17/2011	110810556205	composite screws	5110 · Materials -COGS	67.66
Boheler	8/17/2011	110810556205	Tax	Sales Tax	4.74
Boheler	8/18/2011	110810556290	handrail	5110 · Materials -COGS	51.32
Boheler	8/18/2011	110810556290	Tax	Sales Tax	3.59
Boheler	8/20/2011	110810556502	pocket door hardware	5110 · Materials -COGS	31.98
Boheler	8/20/2011	110810556502	Tax	Sales Tax	2.24
Boheler	8/24/2011	110810556824	30amp GE GFI Breaker	5110 · Materials -COGS	54.99
Boheler	8/24/2011	110810556824	Tax	Sales Tax	3.85
Total Boheler					73,214.95
Total Oswald Lumber					73,214.95
Pantry					
Boheler					
Boheler	7/12/2011	VS		60304 · Gas & Oil	84.25
Boheler	8/16/2011	VS		60304 · Gas & Oil	75.00
Total Boheler					159.25
Total Pantry					159.25
Paul D. Bradley Plumbing Company					
Boheler					
Boheler	12/1/2010	10803	Rough-in	5120 · Subcontractors / Contract Labor	3,000.00
Boheler	12/22/2010	10812	Rough-in	5120 · Subcontractors / Contract Labor	850.00
Boheler	4/8/2011		Plumbing Repairs from HVAC work	5120 · Subcontractors / Contract Labor	500.00
Boheler	8/10/2011		trim out fixtures	5120 · Subcontractors / Contract Labor	765.00
Boheler	8/10/2011		install 4" main waste	5120 · Subcontractors / Contract Labor	1,950.00
Boheler	8/10/2011		Install 3/4" water supply to house	5120 · Subcontractors / Contract Labor	1,050.00
Boheler	8/10/2011		install furnished shower valve in ...	5120 · Subcontractors / Contract Labor	350.00
Total Boheler					8,465.00
Total Paul D. Bradley Plumbing Company					8,465.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Porter Paints					
Boheler					
Boheler	6/29/2011	938902001099	5 gal Acri-Pro 100 (Boheler sidin...	5110 · Materials -COGS	279.90
Boheler	6/29/2011	938902001099	Tax	Sales Tax	19.59
Total Boheler					299.49
Total Porter Paints					299.49
Prices Metal Shop					
Boheler					
Boheler	7/27/2011	VS	I Beam Braces for foundation	5110 · Materials -COGS	783.11
Total Boheler					783.11
Total Prices Metal Shop					783.11
Quick Stop					
Boheler					
Boheler	7/3/2011	VS		60304 · Gas & Oil	78.00
Total Boheler					78.00
Total Quick Stop					78.00
Reed Jr., Sim					
Boheler					
Boheler	10/21/2010		(10/15/2010 - 10/21/2010)	5120 · Subcontractors / Contract Labor	28.50
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor	28.50
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor	78.38
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor	66.50
Boheler	11/5/2010		(10/29/2010 - 11/04/2010)	5120 · Subcontractors / Contract Labor	23.75
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor	71.25
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor	76.00
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor	71.25
Boheler	11/12/2010		(11/05/2010 - 11/11/2010)	5120 · Subcontractors / Contract Labor	80.75
Boheler	11/19/2010		(11/12/2010 - 11/18/2010)	5120 · Subcontractors / Contract Labor	76.00
Boheler	11/19/2010		(11/12/2010 - 11/18/2010)	5120 · Subcontractors / Contract Labor	76.00
Boheler	11/26/2010		(11/19/2010 - 11/25/2010)	5120 · Subcontractors / Contract Labor	71.25
Boheler	11/26/2010		(11/19/2010 - 11/25/2010)	5120 · Subcontractors / Contract Labor	76.00
Boheler	11/26/2010		(11/19/2010 - 11/25/2010)	5120 · Subcontractors / Contract Labor	76.00
Boheler	12/3/2010		(11/26/2010 - 12/02/2010)	5120 · Subcontractors / Contract Labor	76.00
Boheler	12/3/2010		(11/26/2010 - 12/02/2010)	5120 · Subcontractors / Contract Labor	57.00
Boheler	12/3/2010		(11/26/2010 - 12/02/2010)	5120 · Subcontractors / Contract Labor	38.00
Boheler	12/10/2010		(12/03/2010 - 12/09/2010)	5120 · Subcontractors / Contract Labor	19.00
Boheler	12/17/2010		(12/10/2010 - 12/16/2010)	5120 · Subcontractors / Contract Labor	14.25
Boheler	12/23/2010		(12/17/2010 - 12/23/2010)	5120 · Subcontractors / Contract Labor	9.50
Boheler	12/24/2010		(12/17/2010 - 12/23/2010)	5120 · Subcontractors / Contract Labor	9.50
Boheler	12/31/2010		(12/24/2010 - 12/30/2010)	5120 · Subcontractors / Contract Labor	9.50
Boheler	12/31/2010		(12/24/2010 - 12/30/2010)	5120 · Subcontractors / Contract Labor	14.25
Boheler	1/7/2011		(12/31/2010 - 01/06/2011)	5120 · Subcontractors / Contract Labor	57.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	1/7/2011		(12/31/2010 - 01/06/2011)	5120 · Subcontractors / Contract Labor	66.50
Boheler	1/7/2011		(12/31/2010 - 01/06/2011)	5120 · Subcontractors / Contract Labor	61.75
Boheler	1/14/2011		(01/07/2011 - 01/13/2011)	5120 · Subcontractors / Contract Labor	49.88
Boheler	1/14/2011		(01/07/2011 - 01/13/2011)	5120 · Subcontractors / Contract Labor	47.50
Boheler	1/14/2011		(01/07/2011 - 01/13/2011)	5120 · Subcontractors / Contract Labor	23.75
Boheler	1/21/2011		(01/14/2011 - 01/20/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	1/28/2011		(01/21/2011 - 01/27/2011)	5120 · Subcontractors / Contract Labor	54.63
Boheler	1/28/2011		(01/21/2011 - 01/27/2011)	5120 · Subcontractors / Contract Labor	35.63
Boheler	1/28/2011		(01/21/2011 - 01/27/2011)	5120 · Subcontractors / Contract Labor	61.75
Boheler	2/3/2011		(01/28/2011 - 02/03/2011)	5120 · Subcontractors / Contract Labor	52.25
Boheler	2/3/2011		(01/28/2011 - 02/03/2011)	5120 · Subcontractors / Contract Labor	9.50
Boheler	2/3/2011		(01/28/2011 - 02/03/2011)	5120 · Subcontractors / Contract Labor	61.75
Boheler	2/3/2011		(01/28/2011 - 02/03/2011)	5120 · Subcontractors / Contract Labor	23.75
Boheler	2/11/2011		(02/04/2011 - 02/10/2011)	5120 · Subcontractors / Contract Labor	38.00
Boheler	2/24/2011		(02/18/2011 - 02/24/2011)	5120 · Subcontractors / Contract Labor	9.50
Boheler	2/24/2011		(02/18/2011 - 02/24/2011)	5120 · Subcontractors / Contract Labor	66.50
Boheler	3/10/2011		3/4/2011 - 3/10/2011	5120 · Subcontractors / Contract Labor	19.00
Boheler	3/18/2011		(03/11/2011 - 03/17/2011)	5120 · Subcontractors / Contract Labor	33.25
Boheler	4/8/2011		(04/01/2011 - 04/07/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	4/14/2011		(04/08/2011 - 04/14/2011)	5120 · Subcontractors / Contract Labor	42.75
Boheler	4/14/2011		(04/08/2011 - 04/14/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	5/13/2011		(05/06/2011 - 05/12/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	6/3/2011		(05/27/2011 - 06/02/2011)	5120 · Subcontractors / Contract Labor	35.63
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	5120 · Subcontractors / Contract Labor	38.00
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	5120 · Subcontractors / Contract Labor	38.00
Boheler	6/17/2011		(06/10/2011 - 06/16/2011)	5120 · Subcontractors / Contract Labor	38.00
Boheler	6/24/2011		(06/17/2011 - 06/23/2011)	5120 · Subcontractors / Contract Labor	76.00
Boheler	6/24/2011		(06/17/2011 - 06/23/2011)	5120 · Subcontractors / Contract Labor	71.25
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor	38.00
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	7/1/2011		(06/24/2011 - 06/30/2011)	5120 · Subcontractors / Contract Labor	14.25
Boheler	7/7/2011		(07/01/2011 - 07/07/2011)	5120 · Subcontractors / Contract Labor	9.50
Boheler	7/7/2011		(07/01/2011 - 07/07/2011)	5120 · Subcontractors / Contract Labor	47.50
Boheler	7/7/2011		(07/01/2011 - 07/07/2011)	5120 · Subcontractors / Contract Labor	42.75
Boheler	7/7/2011		(07/01/2011 - 07/07/2011)	5120 · Subcontractors / Contract Labor	71.25
Boheler	7/21/2011		(07/15/2011 - 07/21/2011)	5120 · Subcontractors / Contract Labor	11.88
Boheler	7/21/2011		(07/15/2011 - 07/21/2011)	5120 · Subcontractors / Contract Labor	9.50
Boheler	7/28/2011		(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	7/28/2011		(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor	57.00
Boheler	7/28/2011		(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	7/28/2011		(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor	9.50
Boheler	7/28/2011		(07/22/2011 - 07/28/2011)	5120 · Subcontractors / Contract Labor	68.88
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	5120 · Subcontractors / Contract Labor	38.00
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	5120 · Subcontractors / Contract Labor	42.75
Boheler	8/5/2011		(07/29/2011 - 08/04/2011)	5120 · Subcontractors / Contract Labor	42.75
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	4.75
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	40.38
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	39.19
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	90.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	76.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	76.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	110.44
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	121.13
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	80.75
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	14.25
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	76.00
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	61.75
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	19.00
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	76.00
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	33.25
Total Boheler					3,833.05
Total Reed Jr., Sim					3,833.05
Rogers Excavating					
Boheler	7/21/2011		Grading, dig around foundation	5120 · Subcontractors / Contract Labor	3,000.00
Boheler	8/11/2011	Boheler	Balance of Grading, dig around fo...	5120 · Subcontractors / Contract Labor	1,600.00
Total Boheler					4,600.00
Total Rogers Excavating					4,600.00
Rondeau, Michael					
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	22.00
Boheler	8/12/2011		(08/05/2011 - 08/11/2011)	5120 · Subcontractors / Contract Labor	88.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	88.00
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	5.50
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	119.63
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	104.50
Boheler	8/19/2011		(08/12/2011 - 08/18/2011)	5120 · Subcontractors / Contract Labor	88.00
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	71.50
Boheler	8/25/2011		(08/19/2011 - 08/25/2011)	5120 · Subcontractors / Contract Labor	88.00
Total Boheler					675.13
Total Rondeau, Michael					675.13
Sauls Insurance Agency					
Boheler	8/23/2011	VS	Builders Risk - Boheler	61807 · Other Insurance	668.77
Total Boheler					668.77
Total Sauls Insurance Agency					668.77

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Shell Oil					
Boheler					
Boheler	7/19/2011	VS		60304 · Gas & Oil	89.35
Boheler	7/24/2011	VS		60304 · Gas & Oil	85.00
Total Boheler					174.35
Total Shell Oil					174.35
Southeastern Stone					
Boheler					
Boheler	8/12/2011	VS	stone	5110 · Materials -COGS	231.25
Total Boheler					231.25
Total Southeastern Stone					231.25
Southern Drywall & Remodeling					
Boheler					
Boheler	6/16/2011		draw	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	6/30/2011		Final	5120 · Subcontractors / Contract Labor	1,500.00
Boheler	7/1/2011	material	sheetrock mud, tape, screws	5110 · Materials -COGS	110.00
Total Boheler					3,110.00
Total Southern Drywall & Remodeling					3,110.00
Sun Shades & Graphics					
Boheler					
Boheler	8/22/2011	10954	Window film	5120 · Subcontractors / Contract Labor	235.00
Total Boheler					235.00
Total Sun Shades & Graphics					235.00
Thompson's Grand Rental Station					
Boheler					
Boheler	11/3/2010	02-099027-03	Porta Jon Rental	5130 · Other Cost of Goods Sold	90.90
Boheler	12/2/2010	02-022027-05	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	1/19/2011	02-099027-06	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	2/1/2011	02-099027-07	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	3/2/2011	02-099027-08	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	4/18/2011	02-099027-09	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	5/3/2011	02-099027-10	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	6/1/2011	02-099027-11	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	7/6/2011	02-099027-12	Porta Jon Rental	5130 · Other Cost of Goods Sold	80.90
Boheler	8/5/2011	02-102574-02	Porta Jon Rental - August	5130 · Other Cost of Goods Sold	80.90
Boheler	9/1/2011	02-102574-03	Porta Jon Rental- September	5130 · Other Cost of Goods Sold	80.90

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Terlizzi Home Improvement, LLC
Boheler Job Costs by Vendor and Job Detail
All Transactions

Name	Date	Num	Memo	Account	Amount
Boheler	9/30/2011	FC	Porta Jon Rental- September	5130 · Other Cost of Goods Sold	5.00
Boheler	10/31/2011	FC	Porta Jon Rental- September	5130 · Other Cost of Goods Sold	5.00
Total Boheler					909.90
Total Thompson's Grand Rental Station					909.90
Tile Center					
Boheler					
Boheler	7/26/2011	Cash	screws	5110 · Materials -COGS	74.69
Boheler	7/29/2011	Cash	screws	5110 · Materials -COGS	37.34
Total Boheler					112.03
Total Tile Center					112.03
Valentine, Curtis					
Boheler					
Boheler	2/24/2011		(02/18/2011 - 02/24/2011)	5120 · Subcontractors / Contract Labor	8.00
Boheler	2/24/2011		(02/18/2011 - 02/24/2011)	5120 · Subcontractors / Contract Labor	56.00
Boheler	3/10/2011		3/4/2011 - 3/10/2011	5120 · Subcontractors / Contract Labor	16.00
Boheler	3/18/2011		(03/11/2011 - 03/17/2011)	5120 · Subcontractors / Contract Labor	28.00
Total Boheler					108.00
Total Valentine, Curtis					108.00
Willingham and Son's					
Boheler					
Boheler	8/1/2011	VS	masonry materials	5110 · Materials -COGS	87.00
Boheler	8/10/2011	VS	concrete mix	5110 · Materials -COGS	110.07
Total Boheler					197.07
Total Willingham and Son's					197.07
TOTAL					239,739.23

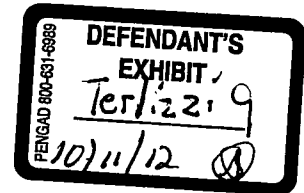
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Terlizzi Home Improvement, LLC

Boheler Job Costs Detail

All Transactions by Date



Source Name	Date	Num	Memo	Amount
5/10 - Materials -COGS				
Oswald Lumber	10/14/2010	101010689306	3/4 T&G Underlayment	1,207.80
Oswald Lumber	10/14/2010	101010689306	28oz Subfloor Adhesive	91.20
Oswald Lumber	10/14/2010	101010689306	3" Paslode smooth nail	290.00
Oswald Lumber	10/14/2010	101010689306	2-3/8" Paslode R/S nail	362.90
Oswald Lumber	10/14/2010	101010689306	16D CC nail 30LB Bucket	28.13
Oswald Lumber	10/14/2010	101010689306	8D CC nail 30LB Bucket	28.13
Oswald Lumber	10/14/2010	101010689306	2x6x16 PT	123.80
Oswald Lumber	10/15/2010	101010689326	2x4x16 Spruce	208.35
Oswald Lumber	10/19/2010	101010689381	7/16x4x8 osb	636.00
Oswald Lumber	10/19/2010	101010689381	3" Paslode R/S nails	293.75
Oswald Lumber	10/26/2010	101010689488	Lumber	2,396.67
Oswald Lumber	10/28/2010	101010350918	Windows and Doors	13,037.14
Oswald Lumber	10/28/2010	101010689510	Window wrap, House wrap, lumber	439.60
Oswald Lumber	10/29/2010	101010350936	1st Floor Truss System	3,504.20
Oswald Lumber	10/29/2010	101010350938	Roof Truss System	2,764.00
Oswald Lumber	10/29/2010	101010350937	2nd Floor Truss System	3,770.00
Oswald Lumber	11/1/2010	101110533311	28' LVL	135.07
Oswald Lumber	11/5/2010	101110689620	Lumber	404.12
Oswald Lumber	11/9/2010	101110489020	House wrap	200.00
Oswald Lumber	11/10/2010	101110689692	OSB, Lumber	2,239.60
Oswald Lumber	11/11/2010	101110689709	Studs	344.85
Oswald Lumber	11/12/2010	101110351089	6/0x6/0 Window	249.23
Oswald Lumber	11/12/2010	101110489235	Paslode Nails	183.24
Oswald Lumber	11/15/2010	101110689753	Metal lath, wall ties, PT lumber	382.35
Oswald Lumber	11/30/2010	101110689924	lumber	754.99
Home Depot	12/1/2010	Visa	Tub	259.00
Home Depot	12/1/2010	Visa	Tub shower valve	216.00
Oswald Lumber	12/16/2010	101210491080	Shingles, 5/8 OSB	2,753.24
Oswald Lumber	12/29/2010	101210690268	Vinyl soffit, lumber	658.59
Oswald Lumber	12/29/2010	101210690279	2x2 yellow pine	43.20
Oswald Lumber	12/29/2010	101210690281	ridge vent, flashing, lumber, nails	293.45
Lowe's Stores	1/3/2011	Visa	electrical boxes, wire	724.65
Capital Supply	1/3/2011	40173	wire, boxes, cctv cable	1,016.53
Lowe's Stores	1/5/2011	Visa	Bath fans, eyeball trims, grd wire	480.98
Oswald Lumber	1/5/2011	110110008438	Nichiha Board siding, nails	1,264.10
Oswald Lumber	1/6/2011	110110690404	PT lumber, Trim coil, J channel, nails	758.16
Oswald Lumber	1/7/2011	110110492069	Trim coil	(20.00)
Lowe's Stores	1/19/2011	Visa	electrical boxes, wire	227.55
Oswald Lumber	1/19/2011	110110690540	PT lumber, Insulation	1,174.79
Oswald Lumber	1/20/2011	110110690555	PT Lumber, Insulation	345.04
Bart Fireside	1/24/2011	Visa	Fireplace	411.95
Home Depot	1/27/2011	Visa	Wire Staples	22.71
Oswald Lumber	1/31/2011	110110690701	hardie siding, lumber, vinyl	2,093.64
Home Depot	2/1/2011	Visa	wire, flood fixtures	342.37
Oswald Lumber	2/1/2011	110210690723	Nichiha siding	1,159.20
Oswald Lumber	3/3/2011	110310691284	shingles, mortar	549.21
Oswald Lumber	3/4/2011	110310691312	concrete block	269.80

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				370.94
Oswald Lumber	3/9/2011	110310691388	mortar, j-channel	14.32
Oswald Lumber	3/10/2011	110310495767	switch and pancake boxes	467.23
Oswald Lumber	3/17/2011	110310691526	trim coil, treated lumber	2,058.40
Oswald Lumber	4/7/2011	110410691853	Sheetrock	129.48
Fulmer Hardware	4/8/2011	26268	SEU cable, 2" romex connectors	69.98
Lowe's Stores	4/26/2011	Visa	IC cans Contractor pack	78.12
Lowe's Stores	4/26/2011	Visa	IC Remodel canscans	3.54
Lowe's Stores	4/26/2011	Visa	screws	52.08
Lowe's Stores	4/27/2011	Visa	IC remodel can	8.34
Lowe's Stores	4/27/2011	Visa	IC cans	318.05
Capital Supply	6/1/2011	011037	Switches,wire, boxes	200.77
Home Depot	6/6/2011	Visa	deadbolt locks	78.27
Capital Supply	6/15/2011	10884	Electrical supplies - Invoice # 40091 Date 4/25/11	11.74
Home Depot	6/16/2011	Visa	ratchet	68.75
Home Depot	6/16/2011	Visa	SR mud	3.88
Home Depot	6/16/2011	Visa	pipe insulation	582.81
Home Depot	6/16/2011	Visa	sheetrock, lumber	12.41
Home Depot	6/18/2011	Visa	12" 90 deg el	19.21
Home Depot	6/25/2011	Visa	material	2,332.41
Oswald Lumber	6/27/2011	110610354725	interior doors, trim material	19.92
Lowe's Stores	6/27/2011	Visa	Foam	380.76
Oswald Lumber	6/28/2011	110610552248	Insulation, vinyl soffit	279.90
Porter Paints	6/29/2011	938902001099	5 gal Acri-Pro 100 (Boheler siding color)	110.00
Southern Drywall & Remodel...	7/1/2011	material	sheetrock mud, tape, screws	791.92
Oswald Lumber	7/5/2011	110710552701	Stair parts, molding	491.70
Oswald Lumber	7/5/2011	110710693369	PT lumber, Soffit	168.00
Home Depot	7/5/2011	Visa	6x80 door	331.00
Home Depot	7/5/2011	Visa	48x80 door	45.66
Oswald Lumber	7/6/2011	110710552837	Trash bags, cove molding	165.90
Lowe's Stores	7/6/2011	Visa	wire, recess cans	63.00
Oswald Lumber	7/9/2011	110710553150	Vinyl soffit	10.18
Oswald Lumber	7/15/2011	110710553722	SS White siding nails	20.98
Oswald Lumber	7/21/2011	110710554129	wood stain, ruler	615.16
Oswald Lumber	7/21/2011	110710693642	Concrete metal form	47.13
Oswald Lumber	7/21/2011	110710693642	screws	1,252.94
Oswald Lumber	7/23/2011	110710693671	Hardibacker, thinset	361.09
Oswald Lumber	7/23/2011	110710554327	Doors	366.48
B&B Wood Products	7/25/2011		cabinet doors, drawers	2,036.28
Lowe's Stores	7/25/2011	VS	ceramic tile	85.00
Lowe's Stores	7/25/2011	VS	delivery fee	74.69
Tile Center	7/26/2011	Cash	screws	110.50
Oswald Lumber	7/27/2011	110710554599	LvL	44.10
Oswald Lumber	7/27/2011	110710554599	Screws	39.03
Home Depot	7/27/2011	Visa	tile edge, rags	783.11
Prices Metal Shop	7/27/2011	VS	I Beam Braces for foundation	164.31
Lowe's Stores	7/27/2011	Cash	CEMENT BOARD, SHEETROCK	483.84
Oswald Lumber	7/28/2011	110710405770	Foundation waterproofing mat	64.87
Oswald Lumber	7/28/2011	110710554692	lags, bolts, anchors	1,350.00
Marsha Green	7/28/2011	Boheler	sand and gravel for foundation repairs	

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Lowes Stores	7/28/2011	Visa	drain pipe, drain fabric	167.43
Tile Center	7/29/2011	Cash	screws	37.34
Oswald Lumber	7/30/2011	110710405880	foundation drain, 3 bags thin set	55.24
Home Depot	7/30/2011	VS	corrugated drain line	184.62
Lowes Stores	8/1/2011	VS	GFI receptacles	86.67
Willingham and Son's	8/1/2011	VS	masonry materials	87.00
Home Depot	8/2/2011	VS	grout	14.20
Lowes Stores	8/2/2011	VS	bull nose tile	126.08
Lowes Stores	8/2/2011	VS	foam	24.90
Lowes Stores	8/3/2011	Cash	tile grout	19.54
New South Supply	8/3/2011	VS	concrete stain/dye	214.00
Lowes Stores	8/4/2011	VS	bathroom vessel faucet	308.80
Lowes Stores	8/4/2011	VS	bath vessel faucet	154.40
Coastal Concrete	8/4/2011	VS	Concrete for porch	951.69
John Harding Construction	8/5/2011	10929	Home Depot invoice # 1112 21 52569 8/4/2011	858.51
John Harding Construction	8/5/2011	10929	Home Depot invoice # 1112 03 40976 8/4/2011	822.70
John Harding Construction	8/5/2011	10930	Home Depot invoice # 1112 30 38962 8/3/2011	14.20
John Harding Construction	8/5/2011	10930	Lowes invoice # SO 385 J02 1209675 8/3/2011	81.83
Lowes Stores	8/5/2011	Cash	tile	46.03
Lowes Stores	8/6/2011	VS	electrical supplies for service	362.69
Oswald Lumber	8/8/2011	110810693895	columns, waterproofing, pickets,	2,766.89
Oswald Lumber	8/9/2011	110810555569	Hinges	10.47
Oswald Lumber	8/9/2011	110810555613	laminare floor	4,918.20
Oswald Lumber	8/9/2011	110810555613	underlayment	340.00
Capital Supply	8/9/2011	022687	6/2 wire, breakers, conduit	389.60
Oswald Lumber	8/9/2011	110810555608	handrail	382.98
Oswald Lumber	8/9/2011	110810406506	screws, finish nails	46.71
Willingham and Son's	8/10/2011	VS	concrete mix	110.07
Home Depot	8/11/2011	VS	shower valve, door locks	647.64
Lowes Stores	8/11/2011	VS	SS Sink	229.00
Lowes Stores	8/11/2011	VS	Kitchen faucet	198.00
Oswald Lumber	8/11/2011	110810555755	anchors, handrail, columns, pt lumber	302.57
Southeastern Stone	8/12/2011	VS	stone	231.25
Lowes Stores	8/12/2011	VS	sump pump basin, wire mesh, 4"t	86.69
Capital Supply	8/12/2011	083050	plumbing pipe, fittings, 50 gallon water heater	669.52
Oswald Lumber	8/13/2011	110810406781	qtr round	126.72
Oswald Lumber	8/13/2011	110810406781	8 x 10 fiberglass column	282.50
Oswald Lumber	8/13/2011	110810406781	8 x 8 column	237.50
Oswald Lumber	8/13/2011	110810406781	8x8 wood column	320.00
Home Depot	8/13/2011	VS	saw blades, paslode fuel, nails	148.85
Lowes Stores	8/14/2011	VS	laminare router bit	14.97
Micalline Products	8/15/2011	0033784	Countertops	600.60
Oswald Lumber	8/15/2011	110810555994	2x6, 2x10	106.93
Allied Concrete Products	8/16/2011	VS	landscape blocks	738.92
Oswald Lumber	8/16/2011	110810556191	laminare, novaply	412.81
Oswald Lumber	8/17/2011	110810556205	composite screws	67.66
Oswald Lumber	8/18/2011	110810556290	handrail	51.32
Home Depot	8/18/2011	VS	studs, doorlock, minwax stain	129.16
Capital Supply	8/18/2011	053024	wire, a/c disc, cover plates, boxes	485.04

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Oswald Lumber	8/20/2011	110810556502	pocket door hardware	31.98
Lowes Stores	8/24/2011	VS	washers, jumbo rec plates	29.28
Oswald Lumber	8/24/2011	110810556824	30amp GE GFI Breaker	54.99
Total 5110 - Materials -COGS				86,544.15
5120 - Subcontractors / Contract Labor				
John Harding Construction	9/22/2010	Boheler	Grading, footings, foundation	28,350.00
Reed Jr., Sim	10/21/2010		(10/15/2010 - 10/21/2010)	28.50
Butler, Larry	10/21/2010		(10/15/2010 - 10/21/2010)	24.00
Butler, Larry	11/5/2010		(10/29/2010 - 11/04/2010)	24.00
Butler, Larry	11/5/2010		(10/29/2010 - 11/04/2010)	66.00
Butler, Larry	11/5/2010		(10/29/2010 - 11/04/2010)	56.00
Butler, Larry	11/5/2010		(10/29/2010 - 11/04/2010)	20.00
Reed Jr., Sim	11/5/2010		(10/29/2010 - 11/04/2010)	28.50
Reed Jr., Sim	11/5/2010		(10/29/2010 - 11/04/2010)	78.38
Reed Jr., Sim	11/5/2010		(10/29/2010 - 11/04/2010)	66.50
Reed Jr., Sim	11/5/2010		(10/29/2010 - 11/04/2010)	23.75
Butler, Larry	11/12/2010		(11/05/2010 - 11/11/2010)	60.00
Butler, Larry	11/12/2010		(11/05/2010 - 11/11/2010)	64.00
Butler, Larry	11/12/2010		(11/05/2010 - 11/11/2010)	60.00
Butler, Larry	11/12/2010		(11/05/2010 - 11/11/2010)	68.00
Reed Jr., Sim	11/12/2010		(11/05/2010 - 11/11/2010)	71.25
Reed Jr., Sim	11/12/2010		(11/05/2010 - 11/11/2010)	76.00
Reed Jr., Sim	11/12/2010		(11/05/2010 - 11/11/2010)	71.25
Reed Jr., Sim	11/12/2010		(11/05/2010 - 11/11/2010)	80.75
Butler, Larry	11/19/2010		(11/12/2010 - 11/18/2010)	60.00
Butler, Larry	11/19/2010		(11/12/2010 - 11/18/2010)	64.00
Butler, Larry	11/19/2010		(11/12/2010 - 11/18/2010)	64.00
Reed Jr., Sim	11/19/2010		(11/12/2010 - 11/18/2010)	76.00
Reed Jr., Sim	11/19/2010		(11/12/2010 - 11/18/2010)	76.00
John Harding Construction	11/19/2010	10799	Boheler Job	7,000.00
Butler, Larry	11/26/2010		(11/19/2010 - 11/25/2010)	60.00
Reed Jr., Sim	11/26/2010		(11/19/2010 - 11/25/2010)	71.25
Reed Jr., Sim	11/26/2010		(11/19/2010 - 11/25/2010)	76.00
Reed Jr., Sim	11/26/2010		(11/19/2010 - 11/25/2010)	76.00
Paul D. Bradley Plumbing C...	12/1/2010	10803	Rough-In	3,000.00
Reed Jr., Sim	12/3/2010		(11/26/2010 - 12/02/2010)	76.00
Reed Jr., Sim	12/3/2010		(11/26/2010 - 12/02/2010)	57.00
Reed Jr., Sim	12/3/2010		(11/26/2010 - 12/02/2010)	38.00
John Harding Construction	12/10/2010	10811	Boheler Job	4,000.00
Reed Jr., Sim	12/10/2010		(12/03/2010 - 12/09/2010)	19.00
Reed Jr., Sim	12/17/2010		(12/10/2010 - 12/16/2010)	14.25
Paul D. Bradley Plumbing C...	12/22/2010	10812	Rough-In	850.00
Reed Jr., Sim	12/23/2010		(12/17/2010 - 12/23/2010)	9.50
Reed Jr., Sim	12/24/2010		(12/17/2010 - 12/23/2010)	9.50
John Harding Construction	12/30/2010	10818	Boheler Job	1,000.00
Reed Jr., Sim	12/31/2010		(12/24/2010 - 12/30/2010)	9.50
Reed Jr., Sim	12/31/2010		(12/24/2010 - 12/30/2010)	14.25

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John Harding Construction	1/6/2011	10825	Boheler Job	6,000.00
Reed Jr., Sim	1/7/2011		(12/31/2010 - 01/06/2011)	57.00
Reed Jr., Sim	1/7/2011		(12/31/2010 - 01/06/2011)	66.50
Reed Jr., Sim	1/7/2011		(12/31/2010 - 01/06/2011)	61.75
Reed Jr., Sim	1/14/2011		(01/07/2011 - 01/13/2011)	49.88
Reed Jr., Sim	1/14/2011		(01/07/2011 - 01/13/2011)	47.50
Reed Jr., Sim	1/14/2011		(01/07/2011 - 01/13/2011)	23.75
Reed Jr., Sim	1/21/2011		(01/14/2011 - 01/20/2011)	19.00
Reed Jr., Sim	1/28/2011		(01/21/2011 - 01/27/2011)	54.63
Reed Jr., Sim	1/28/2011		(01/21/2011 - 01/27/2011)	35.63
Reed Jr., Sim	1/28/2011		(01/21/2011 - 01/27/2011)	61.75
Reed Jr., Sim	2/3/2011		(01/28/2011 - 02/03/2011)	52.25
Reed Jr., Sim	2/3/2011		(01/28/2011 - 02/03/2011)	9.50
Reed Jr., Sim	2/3/2011		(01/28/2011 - 02/03/2011)	61.75
Reed Jr., Sim	2/3/2011		(01/28/2011 - 02/03/2011)	23.75
John Harding Construction	2/4/2011	10833	Boheler Job	8,400.00
Reed Jr., Sim	2/11/2011		(02/04/2011 - 02/10/2011)	38.00
Atlantic Air-conditioning, LLC	2/11/2011	Boheler	Rough-in Draw	6,050.00
Reed Jr., Sim	2/24/2011		(02/18/2011 - 02/24/2011)	9.50
Reed Jr., Sim	2/24/2011		(02/18/2011 - 02/24/2011)	66.50
Valentine, Curtis	2/24/2011		(02/18/2011 - 02/24/2011)	8.00
Valentine, Curtis	2/24/2011		(02/18/2011 - 02/24/2011)	56.00
Gibson, Grady	3/3/2011	Boheler	Draw - masonry work	1,000.00
Reed Jr., Sim	3/10/2011		3/4/2011 - 3/10/2011	19.00
Valentine, Curtis	3/10/2011		3/4/2011 - 3/10/2011	16.00
John Harding Construction	3/11/2011	10844	Boheler Job	3,000.00
Gibson, Grady	3/11/2011	Boheler	Draw - masonry work	1,500.00
Reed Jr., Sim	3/18/2011		(03/11/2011 - 03/17/2011)	33.25
Valentine, Curtis	3/18/2011		(03/11/2011 - 03/17/2011)	28.00
Reed Jr., Sim	4/8/2011		(04/01/2011 - 04/07/2011)	19.00
Paul D. Bradley Plumbing C...	4/8/2011		Plumbing Repairs from HVAC work	500.00
Reed Jr., Sim	4/14/2011		(04/08/2011 - 04/14/2011)	42.75
Reed Jr., Sim	4/14/2011		(04/08/2011 - 04/14/2011)	19.00
Gibson, Grady	4/28/2011	Boheler	Draw - masonry work	300.00
Reed Jr., Sim	5/13/2011		(05/06/2011 - 05/12/2011)	19.00
John Harding Construction	5/31/2011	Boheler	Draw	3,000.00
Reed Jr., Sim	6/3/2011		(05/27/2011 - 06/02/2011)	35.63
Southern Drywall & Remodel...	6/16/2011		draw	1,500.00
Derek Osby	6/17/2011		(06/10/2011 - 06/16/2011)	32.00
Butler, Larry	6/17/2011		(06/10/2011 - 06/16/2011)	32.00
Butler, Larry	6/17/2011		(06/10/2011 - 06/16/2011)	40.00
Reed Jr., Sim	6/17/2011		(06/10/2011 - 06/16/2011)	38.00
Reed Jr., Sim	6/17/2011		(06/10/2011 - 06/16/2011)	38.00
Reed Jr., Sim	6/17/2011		(06/10/2011 - 06/16/2011)	38.00
John Harding Construction	6/23/2011	Boheler	Draw	500.00
Reed Jr., Sim	6/24/2011		(06/17/2011 - 06/23/2011)	76.00
Reed Jr., Sim	6/24/2011		(06/17/2011 - 06/23/2011)	71.25
Butler, Larry	6/24/2011		(06/17/2011 - 06/23/2011)	64.00
Butler, Larry	6/24/2011		(06/17/2011 - 06/23/2011)	60.00

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Source Name	Date	Num	Memo	Amount
Derek Osby	6/24/2011		(06/17/2011 - 06/23/2011)	64.00
Southern Drywall & Remodel...	6/30/2011		Final	1,500.00
Reed Jr., Sim	7/1/2011		(06/24/2011 - 06/30/2011)	38.00
Reed Jr., Sim	7/1/2011		(06/24/2011 - 06/30/2011)	19.00
Reed Jr., Sim	7/1/2011		(06/24/2011 - 06/30/2011)	14.25
Butler, Larry	7/1/2011		(06/24/2011 - 06/30/2011)	32.00
Butler, Larry	7/1/2011		(06/24/2011 - 06/30/2011)	16.00
Butler, Larry	7/1/2011		(06/24/2011 - 06/30/2011)	12.00
Derek Osby	7/1/2011		(06/24/2011 - 06/30/2011)	8.00
Derek Osby	7/1/2011		(06/24/2011 - 06/30/2011)	12.00
C. Cannons Constr Inc	7/1/2011	Boheler #1	Draw	1,500.00
John Harding Construction	7/1/2011		Draw	1,500.00
C. Cannons Constr Inc	7/7/2011	Boheler #2	Draw	2,250.00
Butler, Larry	7/7/2011		(07/01/2011 - 07/07/2011)	36.00
Reed Jr., Sim	7/7/2011		(07/01/2011 - 07/07/2011)	9.50
Reed Jr., Sim	7/7/2011		(07/01/2011 - 07/07/2011)	47.50
Reed Jr., Sim	7/7/2011		(07/01/2011 - 07/07/2011)	42.75
Reed Jr., Sim	7/7/2011		(07/01/2011 - 07/07/2011)	71.25
Derek Osby	7/7/2011		(07/01/2011 - 07/07/2011)	8.00
Gibson, Grady	7/15/2011	Boheler	Stone work	500.00
Reed Jr., Sim	7/21/2011		(07/15/2011 - 07/21/2011)	11.88
Reed Jr., Sim	7/21/2011		(07/15/2011 - 07/21/2011)	9.50
Butler, Larry	7/21/2011		(07/15/2011 - 07/21/2011)	10.00
Butler, Larry	7/21/2011		(07/15/2011 - 07/21/2011)	8.00
Derek Osby	7/21/2011		(07/15/2011 - 07/21/2011)	10.00
Derek Osby	7/21/2011		(07/15/2011 - 07/21/2011)	8.00
George E. Wood	7/21/2011	5053	Insulate attic and floor	1,980.00
Rogers Excavating	7/21/2011		Grading, dig around foundation	3,000.00
Gibson, Grady	7/21/2011	10906	Masonry	1,500.00
Jose Ruiz	7/25/2011	Paint	Paint Interior	4,500.00
John Harding Construction	7/25/2011		Draw	1,500.00
Jeff Stahl	7/28/2011	Boheler	Tile installation - 1st draw	1,000.00
Derek Osby	7/28/2011		(07/22/2011 - 07/28/2011)	16.00
Reed Jr., Sim	7/28/2011		(07/22/2011 - 07/28/2011)	19.00
Reed Jr., Sim	7/28/2011		(07/22/2011 - 07/28/2011)	57.00
Reed Jr., Sim	7/28/2011		(07/22/2011 - 07/28/2011)	19.00
Reed Jr., Sim	7/28/2011		(07/22/2011 - 07/28/2011)	9.50
Reed Jr., Sim	7/28/2011		(07/22/2011 - 07/28/2011)	68.88
Butler, Larry	7/28/2011		(07/22/2011 - 07/28/2011)	16.00
Butler, Larry	7/28/2011		(07/22/2011 - 07/28/2011)	8.00
Butler, Larry	7/28/2011		(07/22/2011 - 07/28/2011)	58.00
Reed Jr., Sim	8/5/2011		(07/29/2011 - 08/04/2011)	38.00
Reed Jr., Sim	8/5/2011		(07/29/2011 - 08/04/2011)	42.75
Reed Jr., Sim	8/5/2011		(07/29/2011 - 08/04/2011)	42.75
Butler, Larry	8/5/2011		(07/29/2011 - 08/04/2011)	32.00
Butler, Larry	8/5/2011		(07/29/2011 - 08/04/2011)	36.00
Butler, Larry	8/5/2011		(07/29/2011 - 08/04/2011)	36.00
Jeff Stahl	8/5/2011	10928	Tile	200.00
Jeff Stahl	8/5/2011	10922	Tile	1,650.00

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Terlizzi Home Improvement, LLC
Boheler Job Costs Detail
All Transactions by Date

Source Name	Date	Num	Memo	Amount
Gibson, Grady	8/6/2011	10932	Porch concrete - form and pour	1,550.00
Paul D. Bradley Plumbing C...	8/10/2011		trim out fixtures	765.00
Paul D. Bradley Plumbing C...	8/10/2011		install 4" main waste	1,950.00
Paul D. Bradley Plumbing C...	8/10/2011		install 3/4" water supply to house	1,050.00
Paul D. Bradley Plumbing C...	8/10/2011		install furnished shower valve in MBR Shower- cut wall and fish pipe	350.00
C. Cannons Constr Inc	8/11/2011	Boheler Porch	Porch rails and columns	2,500.00
Gibson, Grady	8/11/2011	Boheler	Masonry	1,500.00
Rogers Excavating	8/11/2011	Boheler	Balance of Grading, dig around foundation	1,600.00
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	4.75
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	40.38
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	39.19
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	90.00
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	19.00
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	76.00
Reed Jr., Sim	8/12/2011		(08/05/2011 - 08/11/2011)	4.00
Butler, Larry	8/12/2011		(08/05/2011 - 08/11/2011)	16.00
Butler, Larry	8/12/2011		(08/05/2011 - 08/11/2011)	64.00
Butler, Larry	8/12/2011		(08/05/2011 - 08/11/2011)	22.00
Rondeau, Michael	8/12/2011		(08/05/2011 - 08/11/2011)	88.00
Rondeau, Michael	8/12/2011		(08/05/2011 - 08/11/2011)	500.00
C. Cannons Constr Inc	8/18/2011	Boheler	Interior trim	6,050.00
Atlantic Air-conditioning, LLC	8/18/2011		Completion Draw	3,000.00
John Harding Construction	8/18/2011		Draw	88.00
Rondeau, Michael	8/19/2011		(08/12/2011 - 08/18/2011)	5.50
Rondeau, Michael	8/19/2011		(08/12/2011 - 08/18/2011)	119.63
Rondeau, Michael	8/19/2011		(08/12/2011 - 08/18/2011)	104.50
Rondeau, Michael	8/19/2011		(08/12/2011 - 08/18/2011)	88.00
Rondeau, Michael	8/19/2011		(08/12/2011 - 08/18/2011)	96.00
Adams, Gregory	8/19/2011		(08/12/2011 - 08/18/2011)	93.00
Adams, Gregory	8/19/2011		(08/12/2011 - 08/18/2011)	84.00
Adams, Gregory	8/19/2011		(08/12/2011 - 08/18/2011)	63.00
Adams, Gregory	8/19/2011		(08/12/2011 - 08/18/2011)	64.00
Butler, Larry	8/19/2011		(08/12/2011 - 08/18/2011)	93.00
Butler, Larry	8/19/2011		(08/12/2011 - 08/18/2011)	68.00
Butler, Larry	8/19/2011		(08/12/2011 - 08/18/2011)	12.00
Butler, Larry	8/19/2011		(08/12/2011 - 08/18/2011)	64.00
Butler, Larry	8/19/2011		(08/12/2011 - 08/18/2011)	76.00
Reed Jr., Sim	8/19/2011		(08/12/2011 - 08/18/2011)	110.44
Reed Jr., Sim	8/19/2011		(08/12/2011 - 08/18/2011)	121.13
Reed Jr., Sim	8/19/2011		(08/12/2011 - 08/18/2011)	80.75
Reed Jr., Sim	8/19/2011		(08/12/2011 - 08/18/2011)	14.25
Reed Jr., Sim	8/19/2011		(08/12/2011 - 08/18/2011)	76.00
Reed Jr., Sim	8/19/2011		(08/12/2011 - 08/18/2011)	2,000.00
Gibson, Grady	8/19/2011	Boheler	Stone work	235.00
Sun Shades & Graphics	8/22/2011	10954	Window film	3,900.00
Gibson, Grady	8/23/2011	Boheler	Completion of work	71.50
Rondeau, Michael	8/25/2011		(08/19/2011 - 08/25/2011)	88.00
Rondeau, Michael	8/25/2011		(08/19/2011 - 08/25/2011)	72.00
Adams, Gregory	8/25/2011		(08/19/2011 - 08/25/2011)	61.75
Reed Jr., Sim	8/25/2011		(08/19/2011 - 08/25/2011)	

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Terlizzi Home Improvement, LLC
Boheler Job Costs Detail
All Transactions by Date

Source Name	Date	Num	Memo	Amount
Reed Jr., Sim	8/25/2011		(08/19/2011 - 08/25/2011)	19.00
Reed Jr., Sim	8/25/2011		(08/19/2011 - 08/25/2011)	76.00
Reed Jr., Sim	8/25/2011		(08/19/2011 - 08/25/2011)	33.25
Butler, Larry	8/25/2011		(08/19/2011 - 08/25/2011)	52.00
Butler, Larry	8/25/2011		(08/19/2011 - 08/25/2011)	64.00
Total 5120 · Subcontractors / Contract Labor				132,349.18
5130 · Other Cost of Goods Sold				
Thompson's Grand Rental St...	11/3/2010	02-099027-03	Porta Jon Rental	90.90
Oswald Lumber	11/12/2010	101110489235	Pasloche nail gun	203.00
Thompson's Grand Rental St...	12/2/2010	02-022027-05	Porta Jon Rental	80.90
Mom & Pops BP Station	1/4/2011	Visa	kerosene	19.61
Mom & Pops BP Station	1/8/2011	Visa	kerosene	19.00
Thompson's Grand Rental St...	1/19/2011	02-099027-06	Porta Jon Rental	80.90
Northern Tool & Equipment ...	1/24/2011	Visa	Gloves	9.96
Thompson's Grand Rental St...	2/1/2011	02-099027-07	Porta Jon Rental	80.90
Oswald Lumber	2/23/2011	110210541348	Joist hanger nail gun	332.74
Thompson's Grand Rental St...	3/2/2011	02-099027-08	Porta Jon Rental	80.90
Thompson's Grand Rental St...	4/18/2011	02-099027-09	Porta Jon Rental	80.90
Thompson's Grand Rental St...	5/3/2011	02-099027-10	Porta Jon Rental	80.90
Thompson's Grand Rental St...	6/1/2011	02-099027-11	Porta Jon Rental	80.90
Oswald Lumber	7/5/2011	110710552701	Delivery Fee	35.00
Oswald Lumber	7/5/2011	110710693389	Delivery Fee	35.00
Thompson's Grand Rental St...	7/6/2011	02-099027-12	Porta Jon Rental	80.90
Oswald Lumber	7/21/2011	110710693642	Delivery Fee	35.00
Oswald Lumber	7/23/2011	110710693671	Delivery Fee	35.00
Thompson's Grand Rental St...	8/5/2011	02-102574-02	Porta Jon Rental - August	80.90
Oswald Lumber	8/9/2011	110810555613	freight	244.31
Thompson's Grand Rental St...	9/1/2011	02-102574-03	Porta Jon Rental- September	80.90
Thompson's Grand Rental St...	9/30/2011	FC	Porta Jon Rental- September	5.00
Thompson's Grand Rental St...	10/31/2011	FC	Porta Jon Rental- September	5.00
Total 5130 · Other Cost of Goods Sold				1,878.52

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Terlizzi Home Improvement, LLC
Boheler Job Costs Detail
All Transactions by Date

Source Name	Date	Num	Memo	Amount
6030 · Automobile Expense				
60304 · Gas & Oil				
Mom & Pops BP Station	5/25/2011	Visa	Gas	98.92
Quick Stop	7/3/2011	VS		78.00
Mom & Pops BP Station	7/6/2011	VS		72.90
Pantry	7/12/2011	VS		84.25
Exxon	7/18/2011	VS	Gas	50.00
Shell Oil	7/19/2011	VS		89.35
Kent's Korner	7/23/2011	VS	Gas	81.00
Shell Oil	7/24/2011	VS		85.00
Mom & Pops BP Station	7/26/2011	VS		89.89
Family Mart	8/2/2011	VS		82.60
Mr. B's	8/6/2011	VS		87.37
Mom & Pops BP Station	8/8/2011	VS		92.85
Mom & Pops BP Station	8/14/2011	VS		69.55
Pantry	8/16/2011	VS		75.00
LIL Cricket Gas	8/18/2011	VS		74.85
Mom & Pops BP Station	8/20/2011	VS		58.80
Mom & Pops BP Station	8/23/2011	VS		72.85
Total 60304 · Gas & Oil				1,343.18
Total 6030 · Automobile Expense				1,343.18
6060 · Bank & Merchant Charges				
60605 · Merchant Finance/Late Chgs/Fees				
Oswald Lumber	12/31/2010	FC	Finance Charge	488.39
Oswald Lumber	1/25/2011	FC	Finance Charge	236.49
Oswald Lumber	2/26/2011	FC	Finance Charge	151.49
Oswald Lumber	3/25/2011	FC	Finance Charge	188.27
Oswald Lumber	4/25/2011	FC	Finance Charge	221.30
Oswald Lumber	5/25/2011	FC	Finance Charge	174.99
Total 60605 · Merchant Finance/Late Chgs/Fees				1,460.93
Total 6060 · Bank & Merchant Charges				1,460.93
6180 · Insurance				
61807 · Other Insurance				
Sauls Insurance Agency	8/23/2011	VS	Builders Risk - Boheler	668.77
Total 61807 · Other Insurance				668.77
Total 6180 · Insurance				668.77

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Terlizzi Home Improvement, LLC
Boheler Job Costs Detail
 All Transactions by Date

Source Name	Date	Num	Memo	Amount
6500 - Payroll Expenses (Wages)				
65011 - Construction				
65011.2 - Owner's time @ Jobsite				
Job Time - Willie Terlizzi	10/8/2010		(10/01/2010 - 10/07/2010)	20.00
Job Time - Willie Terlizzi	10/15/2010		(10/08/2010 - 10/14/2010)	80.00
Job Time - Willie Terlizzi	10/21/2010		(10/15/2010 - 10/21/2010)	60.00
Job Time - Willie Terlizzi	10/21/2010		(10/15/2010 - 10/21/2010)	60.00
Job Time - Willie Terlizzi	10/21/2010		(10/15/2010 - 10/21/2010)	40.00
Job Time - Willie Terlizzi	10/21/2010		(10/15/2010 - 10/21/2010)	20.00
Job Time - Willie Terlizzi	10/21/2010		(10/15/2010 - 10/21/2010)	80.00
Job Time - Willie Terlizzi	10/28/2010		(10/22/2010 - 10/28/2010)	40.00
Job Time - Willie Terlizzi	10/28/2010		(10/22/2010 - 10/28/2010)	60.00
Job Time - Willie Terlizzi	11/5/2010		(10/29/2010 - 11/04/2010)	40.00
Job Time - Willie Terlizzi	11/5/2010		(10/29/2010 - 11/04/2010)	60.00
Job Time - Willie Terlizzi	11/5/2010		(10/29/2010 - 11/04/2010)	50.00
Job Time - Willie Terlizzi	11/5/2010		(10/29/2010 - 11/04/2010)	40.00
Job Time - Willie Terlizzi	11/12/2010		(11/05/2010 - 11/11/2010)	20.00
Job Time - Willie Terlizzi	11/12/2010		(11/05/2010 - 11/11/2010)	20.00
Job Time - Willie Terlizzi	11/12/2010		(11/05/2010 - 11/11/2010)	40.00
Job Time - Willie Terlizzi	11/12/2010		(11/05/2010 - 11/11/2010)	20.00
Job Time - Willie Terlizzi	11/19/2010		(11/12/2010 - 11/18/2010)	20.00
Job Time - Willie Terlizzi	11/19/2010		(11/12/2010 - 11/18/2010)	40.00
Job Time - Willie Terlizzi	11/19/2010		(11/12/2010 - 11/18/2010)	150.00
Job Time - Willie Terlizzi	11/28/2010		(11/19/2010 - 11/25/2010)	160.00
Job Time - Willie Terlizzi	11/28/2010		(11/19/2010 - 11/25/2010)	100.00
Job Time - Willie Terlizzi	12/3/2010		(11/26/2010 - 12/02/2010)	100.00
Job Time - Willie Terlizzi	12/3/2010		(11/26/2010 - 12/02/2010)	80.00
Job Time - Willie Terlizzi	12/3/2010		(11/26/2010 - 12/02/2010)	40.00
Job Time - Willie Terlizzi	12/10/2010		(12/03/2010 - 12/09/2010)	30.00
Job Time - Willie Terlizzi	12/17/2010		(12/10/2010 - 12/18/2010)	20.00
Job Time - Willie Terlizzi	12/24/2010		(12/17/2010 - 12/23/2010)	40.00
Job Time - Willie Terlizzi	12/31/2010		(12/24/2010 - 12/30/2010)	40.00
Job Time - Willie Terlizzi	12/31/2010		(12/24/2010 - 12/30/2010)	120.00
Job Time - Willie Terlizzi	1/7/2011		(12/31/2010 - 01/06/2011)	140.00
Job Time - Willie Terlizzi	1/7/2011		(12/31/2010 - 01/06/2011)	140.00
Job Time - Willie Terlizzi	1/7/2011		(12/31/2010 - 01/06/2011)	120.00
Job Time - Willie Terlizzi	1/14/2011		(01/07/2011 - 01/13/2011)	100.00
Job Time - Willie Terlizzi	1/14/2011		(01/07/2011 - 01/13/2011)	60.00
Job Time - Willie Terlizzi	1/14/2011		(01/07/2011 - 01/13/2011)	50.00
Job Time - Willie Terlizzi	1/21/2011		(01/14/2011 - 01/20/2011)	40.00
Job Time - Willie Terlizzi	1/21/2011		(01/14/2011 - 01/20/2011)	40.00
Job Time - Willie Terlizzi	1/21/2011		(01/14/2011 - 01/20/2011)	115.00
Job Time - Willie Terlizzi	1/28/2011		(01/21/2011 - 01/27/2011)	75.00
Job Time - Willie Terlizzi	1/28/2011		(01/21/2011 - 01/27/2011)	130.00
Job Time - Willie Terlizzi	1/28/2011		(01/21/2011 - 01/27/2011)	110.00
Job Time - Willie Terlizzi	2/4/2011		(01/28/2011 - 02/03/2011)	20.00
Job Time - Willie Terlizzi	2/4/2011		(01/28/2011 - 02/03/2011)	130.00
Job Time - Willie Terlizzi	2/4/2011		(01/28/2011 - 02/03/2011)	50.00
Job Time - Willie Terlizzi	2/4/2011		(01/28/2011 - 02/03/2011)	

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Terlizzi Home Improvement, LLC

Boheler Job Costs Detail

All Transactions by Date

Source Name	Date	Num	Memo	Amount
Job Time - Willie Terlizzi	2/11/2011		(02/04/2011 - 02/10/2011)	80.00
Job Time - Willie Terlizzi	2/24/2011		(02/18/2011 - 02/24/2011)	40.00
Job Time - Willie Terlizzi	2/24/2011		(02/18/2011 - 02/24/2011)	140.00
Job Time - Willie Terlizzi	3/10/2011		3/4/2011 - 3/10/2011	50.00
Job Time - Willie Terlizzi	3/17/2011		3/11/2011 - 3/17/2011	70.00
Job Time - Willie Terlizzi	4/8/2011		(04/01/2011 - 04/07/2011)	50.00
Job Time - Willie Terlizzi	4/14/2011		(04/08/2011 - 04/14/2011)	90.00
Job Time - Willie Terlizzi	4/14/2011		(04/08/2011 - 04/14/2011)	40.00
Job Time - Willie Terlizzi	4/28/2011		(04/22/2011 - 04/28/2011)	160.00
Job Time - Willie Terlizzi	4/28/2011		(04/22/2011 - 04/28/2011)	120.00
Job Time - Willie Terlizzi	5/13/2011		(05/06/2011 - 05/12/2011)	50.00
Job Time - Willie Terlizzi	6/3/2011		(05/27/2011 - 06/02/2011)	140.00
Job Time - Willie Terlizzi	6/10/2011		(06/03/2011 - 06/09/2011)	50.00
Job Time - Willie Terlizzi	6/17/2011		(06/10/2011 - 06/16/2011)	100.00
Job Time - Willie Terlizzi	6/17/2011		(06/10/2011 - 06/16/2011)	100.00
Job Time - Willie Terlizzi	6/17/2011		(06/10/2011 - 06/16/2011)	112.50
Job Time - Willie Terlizzi	6/24/2011		(06/17/2011 - 06/23/2011)	200.00
Job Time - Willie Terlizzi	6/24/2011		(06/17/2011 - 06/23/2011)	187.50
Job Time - Willie Terlizzi	7/1/2011		(06/24/2011 - 06/30/2011)	125.00
Job Time - Willie Terlizzi	7/1/2011		(06/24/2011 - 06/30/2011)	75.00
Job Time - Willie Terlizzi	7/1/2011		(06/24/2011 - 06/30/2011)	50.00
Job Time - Willie Terlizzi	7/8/2011		(07/01/2011 - 07/07/2011)	50.00
Job Time - Willie Terlizzi	7/8/2011		(07/01/2011 - 07/07/2011)	150.00
Job Time - Willie Terlizzi	7/8/2011		(07/01/2011 - 07/07/2011)	125.00
Job Time - Willie Terlizzi	7/8/2011		(07/01/2011 - 07/07/2011)	200.00
Job Time - Willie Terlizzi	7/8/2011		(07/01/2011 - 07/07/2011)	125.00
Job Time - Willie Terlizzi	7/15/2011		(07/08/2011 - 07/14/2011)	87.50
Job Time - Willie Terlizzi	7/15/2011		(07/08/2011 - 07/14/2011)	125.00
Job Time - Willie Terlizzi	7/15/2011		(07/08/2011 - 07/14/2011)	12.50
Job Time - Willie Terlizzi	7/22/2011		(07/15/2011 - 07/21/2011)	112.50
Job Time - Willie Terlizzi	7/22/2011		(07/15/2011 - 07/21/2011)	187.50
Job Time - Willie Terlizzi	7/22/2011		(07/15/2011 - 07/21/2011)	50.00
Job Time - Willie Terlizzi	7/22/2011		(07/15/2011 - 07/21/2011)	50.00
Job Time - Willie Terlizzi	7/29/2011		(07/22/2011 - 07/28/2011)	150.00
Job Time - Willie Terlizzi	7/29/2011		(07/22/2011 - 07/28/2011)	100.00
Job Time - Willie Terlizzi	7/29/2011		(07/22/2011 - 07/28/2011)	50.00
Job Time - Willie Terlizzi	7/29/2011		(07/22/2011 - 07/28/2011)	187.50
Job Time - Willie Terlizzi	7/29/2011		(07/22/2011 - 07/28/2011)	112.50
Job Time - Willie Terlizzi	8/5/2011		(07/29/2011 - 08/04/2011)	87.50
Job Time - Willie Terlizzi	8/5/2011		(07/29/2011 - 08/04/2011)	125.00
Job Time - Willie Terlizzi	8/5/2011		(07/29/2011 - 08/04/2011)	75.00
Job Time - Willie Terlizzi	8/5/2011		(07/29/2011 - 08/04/2011)	150.00
Job Time - Willie Terlizzi	8/5/2011		(07/29/2011 - 08/04/2011)	75.00
Job Time - Willie Terlizzi	8/12/2011		(08/05/2011 - 08/11/2011)	175.00
Job Time - Willie Terlizzi	8/12/2011		(08/05/2011 - 08/11/2011)	150.00
Job Time - Willie Terlizzi	8/12/2011		(08/05/2011 - 08/11/2011)	162.50
Job Time - Willie Terlizzi	8/12/2011		(08/05/2011 - 08/11/2011)	200.00
Job Time - Willie Terlizzi	8/12/2011		(08/05/2011 - 08/11/2011)	206.25
Job Time - Willie Terlizzi	8/19/2011		(08/12/2011 - 08/18/2011)	200.00

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Terlizzi Home Improvement, LLC
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All Transactions by Date

Source Name	Date	Num	Memo	Amount
Job Time - Willie Terlizz	8/19/2011		(08/12/2011 - 08/18/2011)	193.75
Job Time - Willie Terlizz	8/19/2011		(08/12/2011 - 08/18/2011)	212.50
Job Time - Willie Terlizz	8/19/2011		(08/12/2011 - 08/18/2011)	237.50
Job Time - Willie Terlizz	8/19/2011		(08/12/2011 - 08/18/2011)	200.00
Job Time - Willie Terlizz	8/26/2011		(08/19/2011 - 08/25/2011)	175.00
Job Time - Willie Terlizz	8/26/2011		(08/19/2011 - 08/25/2011)	100.00
Job Time - Willie Terlizz	8/26/2011		(08/19/2011 - 08/25/2011)	200.00
Job Time - Willie Terlizz	8/26/2011		(08/19/2011 - 08/25/2011)	100.00
Job Time - Willie Terlizz	9/2/2011		(08/26/2011 - 09/01/2011)	37.50
Total 65011.2 · Owner's time @ Jobsite				9,977.50
Total 65011 · Construction				9,977.50
Total 6500 · Payroll Expenses (Wages)				9,977.50
6920 · Tools & Machines (Under \$500)				
Oswald Lumber	11/2/2010	101110488650	Paslode Frame Nail Gun	207.19
Total 6920 · Tools & Machines (Under \$500)				207.19
6999 · Uncategorized Expenses				
Sales Tax				
Oswald Lumber	10/14/2010	101010689306	Tax	149.24
Oswald Lumber	10/15/2010	101010689326	Tax	14.58
Oswald Lumber	10/19/2010	101010689381	Tax	65.08
Oswald Lumber	10/26/2010	101010689488	Tax	167.77
Oswald Lumber	10/28/2010	101010350918	Tax	912.60
Oswald Lumber	10/28/2010	101010689510	Tax	30.77
Oswald Lumber	10/29/2010	101010350936	Tax	245.29
Oswald Lumber	10/29/2010	101010350938	Tax	193.48
Oswald Lumber	10/29/2010	101010350937	Tax	263.90
Oswald Lumber	11/1/2010	101110533311	Tax	9.45
Oswald Lumber	11/5/2010	101110689620	Tax	28.29
Oswald Lumber	11/9/2010	101110489020	Tax	14.00
Oswald Lumber	11/10/2010	101110689692	Tax	156.77
Oswald Lumber	11/11/2010	101110689709	Tax	24.14
Oswald Lumber	11/12/2010	101110351089	Tax	17.45
Oswald Lumber	11/12/2010	101110489235	Tax	12.06
Oswald Lumber	11/15/2010	101110689753	Tax	26.76
Oswald Lumber	11/30/2010	101110689924	Tax	52.85
Home Depot	12/1/2010	Visa	Tax	33.25
Oswald Lumber	12/16/2010	101210491080	Tax	192.73
Oswald Lumber	12/29/2010	101210690268	Tax	46.10
Oswald Lumber	12/29/2010	101210690279	Tax	3.02
Oswald Lumber	12/29/2010	101210690281	Tax	20.54
Lowe's Stores	1/3/2011	Visa	Tax	50.40
Capital Supply	1/3/2011	40173	Tax	71.16
Lowe's Stores	1/5/2011	Visa	Tax	33.67
Oswald Lumber	1/5/2011	110110008438	Tax	88.49

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All Transactions by Date

Source Name	Date	Num	Memo	Amount
Oswald Lumber	1/6/2011	110110690404	Tax	53.07
Oswald Lumber	1/7/2011	110110492069	Tax	(1.40)
Lowes Stores	1/19/2011	Visa	Tax	15.93
Oswald Lumber	1/19/2011	110110690540	Tax	82.24
Oswald Lumber	1/20/2011	110110690555	Tax	24.15
Northern Tool & Equipment ...	1/24/2011	Visa	Tax	0.70
Home Depot	1/27/2011	Visa	Tax	1.43
Oswald Lumber	1/31/2011	110110690701	Tax	146.55
Home Depot	2/1/2011	Visa	Tax	23.75
Oswald Lumber	2/1/2011	110210690723	Tax	81.14
Oswald Lumber	2/23/2011	110210541348	Tax	23.29
Oswald Lumber	3/3/2011	110310691284	Tax	38.44
Oswald Lumber	3/4/2011	110310691312	Tax	18.89
Oswald Lumber	3/9/2011	110310691388	Tax	25.97
Oswald Lumber	3/10/2011	110310495767	Tax	1.00
Oswald Lumber	3/17/2011	110310691526	Tax	32.71
Oswald Lumber	4/7/2011	110410691853	Tax	144.09
Fulmer Hardware	4/8/2011	26268	Tax	9.06
Lowes Stores	4/26/2011	Visa	Tax	10.41
Lowes Stores	4/27/2011	Visa	Tax	4.23
Capital Supply	6/1/2011	011037	Tax	22.26
Home Depot	6/16/2011	Visa	Tax	5.08
Home Depot	6/16/2011	Visa	Tax	40.79
Home Depot	6/18/2011	Visa	Tax	0.66
Oswald Lumber	6/27/2011	110610354725	Tax	163.27
Lowes Stores	6/27/2011	Visa	Tax	1.40
Oswald Lumber	6/28/2011	110610552248	Tax	26.65
Porter Paints	6/29/2011	938902001099	Tax	19.59
Oswald Lumber	7/5/2011	110710552701	Tax	57.88
Oswald Lumber	7/5/2011	110710693369	Tax	36.87
Home Depot	7/5/2011	Visa	Tax	34.93
Oswald Lumber	7/6/2011	110710552837	Tax	3.20
Oswald Lumber	7/9/2011	110710553150	Tax	4.41
Oswald Lumber	7/15/2011	110710553722	Tax	0.71
Oswald Lumber	7/21/2011	110710554129	Tax	1.47
Oswald Lumber	7/21/2011	110710693642	Tax	48.81
Oswald Lumber	7/23/2011	110710693671	Tax	90.16
Oswald Lumber	7/23/2011	110710554327	Tax	25.28
Lowes Stores	7/25/2011	VS	Tax	148.49
Oswald Lumber	7/27/2011	110710554599	Tax	10.82
Oswald Lumber	7/28/2011	110710405770	Tax	33.87
Oswald Lumber	7/28/2011	110710554692	Tax	4.54
Oswald Lumber	7/30/2011	110710405880	Tax	3.87
Lowes Stores	8/2/2011	VS	Tax	10.57
Lowes Stores	8/4/2011	VS	Tax	21.62
Lowes Stores	8/4/2011	VS	Tax	10.81
Oswald Lumber	8/8/2011	110810693895	Tax	193.68
Oswald Lumber	8/9/2011	110810555569	Tax	0.73
Oswald Lumber	8/9/2011	110810555613	Tax	385.18

361

09/14/12

Terlizzi Home Improvement, LLC
Boheler Job Costs Detail
All Transactions by Date

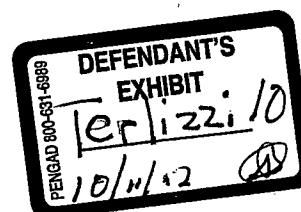
Source Name	Date	Num	Memo	Amount
Oswald Lumber	8/9/2011	110810555608	Tax	26.81
Oswald Lumber	8/9/2011	110810406506	Tax	3.27
Lowes Stores	8/11/2011	VS	Tax	29.89
Oswald Lumber	8/11/2011	110810555755	Tax	21.18
Oswald Lumber	8/13/2011	110810406781	Tax	67.67
Lowes Stores	8/14/2011	VS	Tax	1.05
Micalline Products	8/15/2011	0033784	Tax	42.04
Oswald Lumber	8/15/2011	110810555994	Tax	7.49
Oswald Lumber	8/16/2011	110810556191	Tax	28.90
Oswald Lumber	8/17/2011	110810556205	Tax	4.74
Oswald Lumber	8/18/2011	110810556290	Tax	3.59
Oswald Lumber	8/20/2011	110810556502	Tax	2.24
Oswald Lumber	8/24/2011	110810556824	Tax	3.85
Total Sales Tax				5,309.81
Total 6999 - Uncategorized Expenses				5,309.81
TOTAL				239,739.23

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Terlizzi Home Improvement, LLC
Profit & Loss by Job
All Transactions

Accrual Basis

	Boheler	TOTAL
Ordinary Income/Expense		
Income		
4100 • Income		
4110 • Construction Income		
2200 • Customer Payment	190,875.00	190,875.00
Total 4110 • Construction Income	190,875.00	190,875.00
Total 4100 • Income	190,875.00	190,875.00
Total Income	190,875.00	190,875.00
Cost of Goods Sold		
5110 • Materials -COGS	86,539.03	86,539.03
5120 • Subcontractors / Contract Labor	132,114.18	132,114.18
5130 • Other Cost of Goods Sold	1,868.52	1,868.52
Total COGS	220,521.73	220,521.73
Gross Profit	-29,646.73	-29,646.73
Expense		
6030 • Automobile Expense		
60304 • Gas & Oil	1,343.18	1,343.18
Total 6030 • Automobile Expense	1,343.18	1,343.18
6060 • Bank & Merchant Charges		
60605 • Merchant Finance/Late Chgs/F...	1,460.93	1,460.93
Total 6060 • Bank & Merchant Charges	1,460.93	1,460.93
6180 • Insurance		
61807 • Other Insurance	668.77	668.77
Total 6180 • Insurance	668.77	668.77
6500 • Payroll Expenses (Wages)		
65011 • Construction		
65011.2 • Owner's time @ Jobsite	9,927.50	9,927.50
Total 65011 • Construction	9,927.50	9,927.50
Total 6500 • Payroll Expenses (Wages)	9,927.50	9,927.50
6570 • Professional Fees		
65707 • Legal Fees	150.00	150.00
Total 6570 • Professional Fees	150.00	150.00
6920 • Tools & Machines (Under \$500)	207.19	207.19
6999 • Uncategorized Expenses		
Sales Tax	5,314.93	5,314.93
Total 6999 • Uncategorized Expenses	5,314.93	5,314.93
Total Expense	19,072.50	19,072.50
Net Ordinary Income	-48,719.23	-48,719.23
Net Income	-48,719.23	-48,719.23



363

LIEN WAIVER

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

TO WHOM IT MAY CONCERN: TERLIZZI HOME IMPROVEMENT

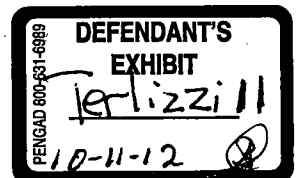
Whereas, the undersigned has been employed by MICHAEL L. BOHELER, JEANETTE A. BOHELER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHELER, JEANETTE A. BOHELER is/are the owner(s).

The undersigned, for and in consideration of \$ 31,500.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 23rd day of September, 2010

Signature:

William L. Terlizzi
Builder/Contractor



364

LIEN WAIVER

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

TO WHOM IT MAY CONCERN: TERLIZZI HOME IMPROVEMENT

Whereas, the undersigned has been employed by MICHAEL L. BOHELER, JEANETTE A. BOHLER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHELER, JEANETTE A. BOHELER is/are the owner(s).

The undersigned, for and in consideration of \$ 31,500.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 23rd day of September, 2010

Signature :

William J. Terlizzi
Builder/Contractor

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John Harding – 803-553-8630

ITEMS IN PLACE	DATE	%
Site Prep & Footings	9/20	3
Foundation Wall & Piers		2
Slab Prep/Floor Joists		1
Plumbing Rough-In (Stubbed-in)		4
Slab Poured/Sub Floor		4
Framing: Floor, Walls, & Sheathing		6
Ceiling Joists		2
Rafters, Valleys, & Ridges		3
Gomice, Louvers, & Gables		3
Roof: Sheathing, Decking, & Applied		5
Plumbing Top Out (before fixtures)		3
Tubs Set		1
Electrical Wiring (rough-in)		2
HVAC: Heat & Duct & Compressor		5
Fireplace & Flue		2
Insulation		1
Exterior Walls		8
Window & Exterior Doors		4
Sheetrock: Installed & Finished		6
Paint Prime: Inside & Outside		2
Millwork: Trim		8
Cabinets		4
Tile Set (Bath, Entry, etc.)		2
Finish Plumbing		2
Main Floors		4
Light Fixtures, Hardware, & Finish Electrical		3
Appliances		3
Finish Paint & Decoration (Interior/Exterior)		3
Concrete: Porches & Drives		3
Landscaping		1
Clean-up		1
TOTAL:		100
INSPECTORS INITIALS		KH

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LIEN WAIVER

STATE OF SOUTH CAROLINA

COUNTY OF NEWBERRY

TO WHOM IT MAY CONCERN: TERLIZZI HOME IMPROVEMENT

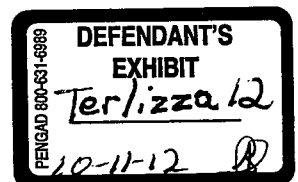
Whereas, the undersigned has been employed by MICHAEL L. BOHELER, JEANETTE A. BOHELER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHELER, JEANETTE A. BOHELER is/are the owner(s).

The undersigned, for and in consideration of \$ 6,750.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 21st day of October, 2010

Signature :

William J. H.
Builder/Contractor



John Harding – 803-553-8630

ITEMS IN PLACE	DATE	%	9/22	10/20
Site Prep & Footings		3	3	3
Foundation Wall & Piers		2	2	2
Slab Prep/Floor Joists		1	1	1
Plumbing Rough-in (Stubbed-in)		4	4	4
Slab Poured/Sub Floor		4	4	4
Framing: Floor, Walls, & Sheathing		6		3
Ceiling Joists		2		
Rafters, Valleys, & Ridges		3		
Cornice, Louvers, & Gables		3		
Roof Sheathing, Decking, & Applied		5		
Plumbing Top Out (before fixtures)		3		
Tubs Set		1		
Electrical Wiring (rough-in)		2		
HVAC: Heat & Duct & Compressor		5		
Fireplace & Flue		2		
Insulation		1		
Exterior Walls		8		
Window & Exterior Doors		4		
Sheetrock: Installed & Finished		5		
Paint Prime: Inside & Outside		2		
Millwork: Trim		8		
Cabinets		4		
Tile Set (Bath, Entry, etc.)		2		
Finish Plumbing		2		
Main Floors		4		
Light Fixtures, Hardware, & Finish Electrical		3		
Appliances		3		
Finish Paint & Decoration (Interior/Exterior)		3		
Concrete: Porches & Drives		3		
Landscaping		1		
Clean-up		1		
TOTAL:		100	14	17
INSPECTORS INITIALS			KH	KH

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LIEN WAIVER

STATE OF South Carolina

COUNTY OF Newberry

TO WHOM IT MAY CONCERN: Terlizzi Home Improvement

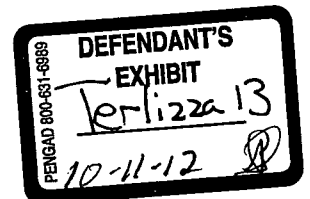
Whereas, the undersigned has been employed by MICHAEL L. BOHELER, JEANETTE A. BOHELER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHELER, JEANETTE A. BOHELER is/are the owner(s).

The undersigned, for and in consideration of \$ 20,250.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 19th day of November, 2010

Signature :

Michael L. Boheler
Builder/Contractor

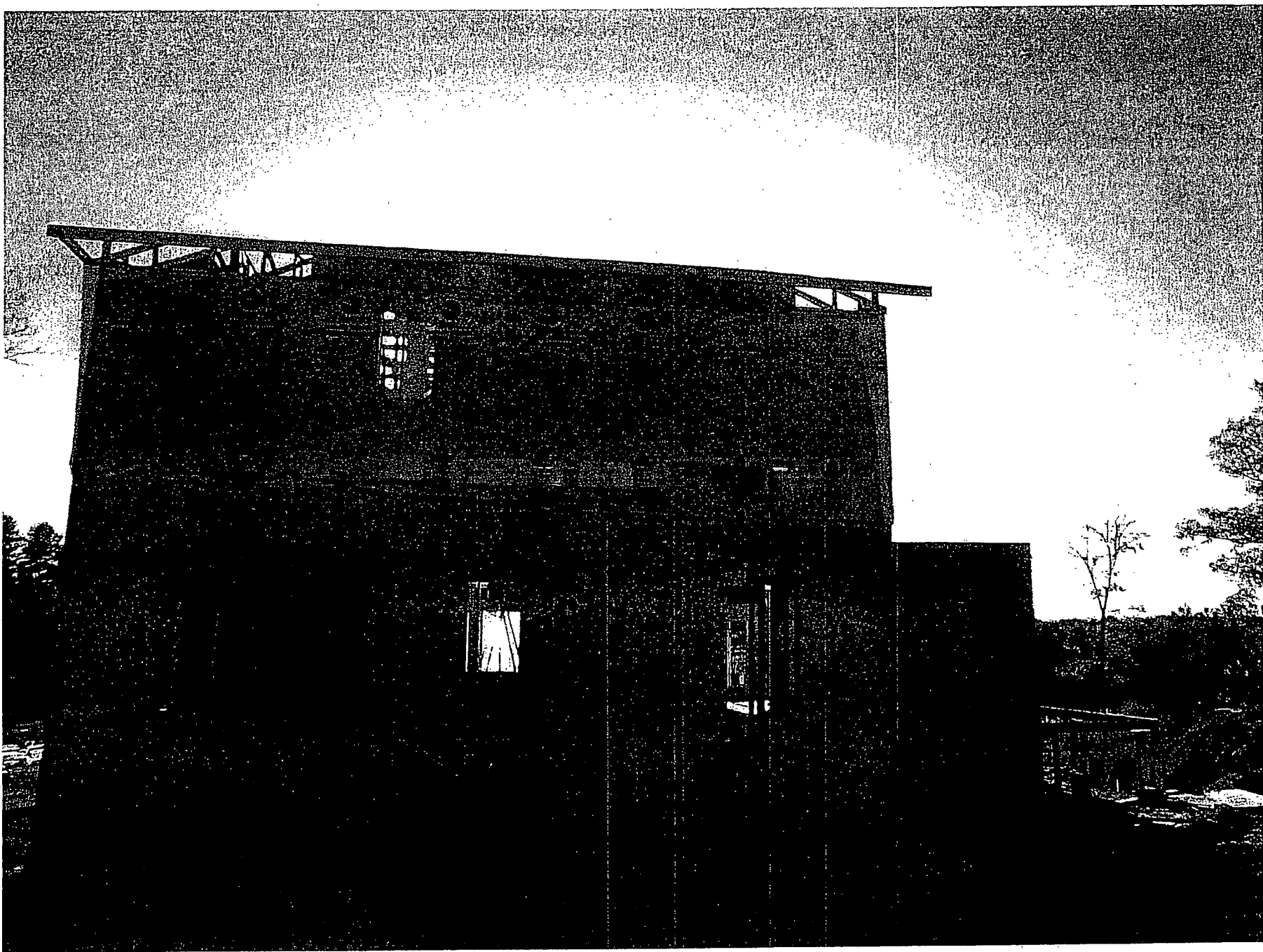


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LIEN WAIVER

STATE OF South Carolina

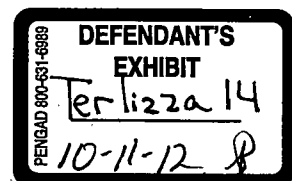
TO WHOM IT MAY CONCERN: Terlizzi Home Improvement, LLC

Whereas, the undersigned has been employed by MICHAEL L. BOHLER, JEANETTE A. BOHLER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHLER, JEANETTE A. BOHLER is/are the owner(s).

The undersigned, for and in consideration of \$ 21,375.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 9th day of Nov, 2010.

Signature: [Signature]
Builder/Contractor



BUILDER: TERLIZZI HOME IMPROVEMENT, LLC

John Harding - 803-553-8630

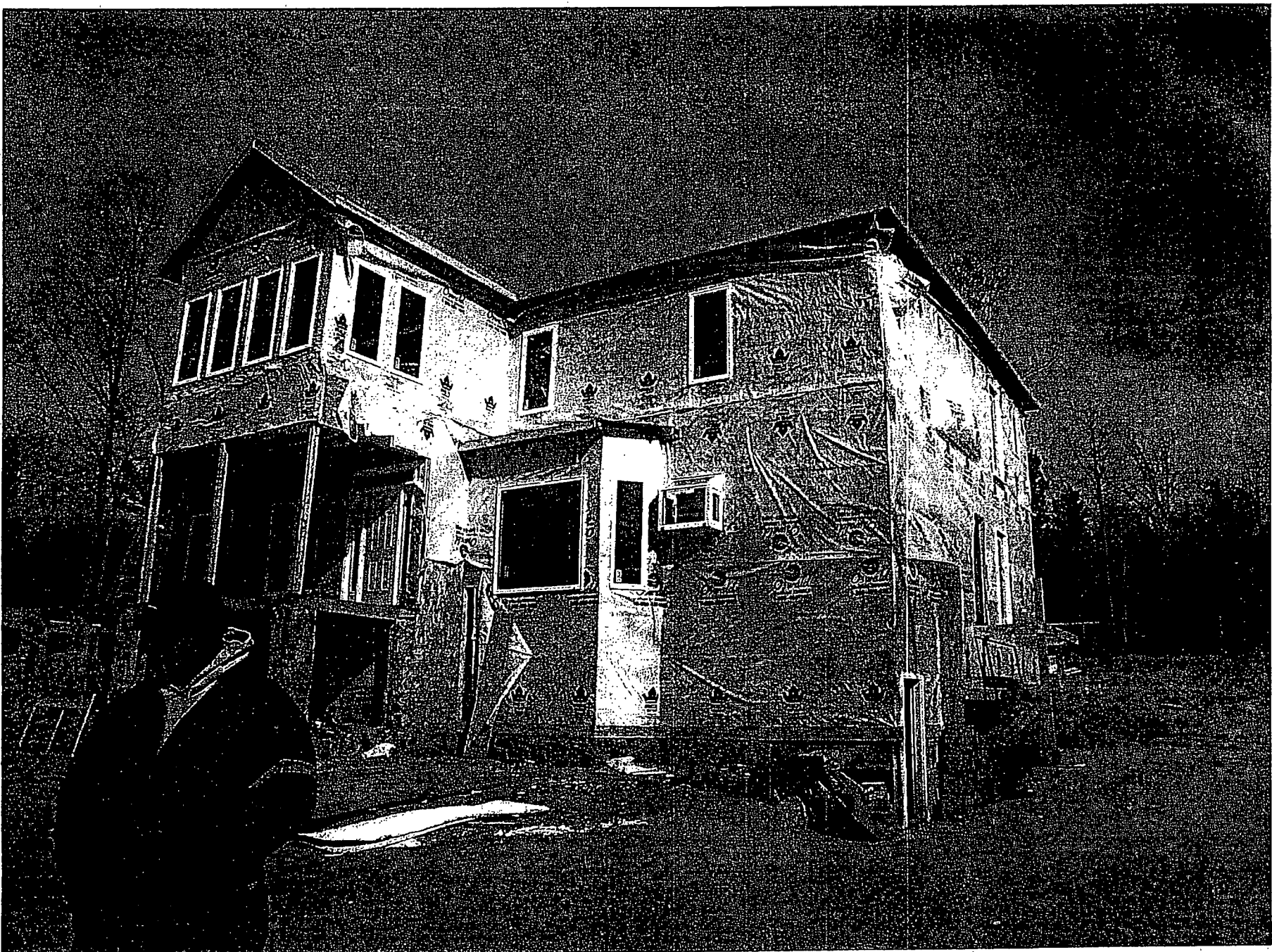
Borrower: BOHELER, Michael

Property: 365 Blackberry Lane **City:** Pomaria

Bank: Palmetto

ITEMS IN PLACE	DATE	%	9/22	10/26	11/17	12/8														
Site Prep & Footings		3	3	3	3	3														
Foundation Wall & Piers		2	2	2	2	2														
Slab Prep/Floor Joists		1	1	1	1	1														
Plumbing Rough-in (Stubbed-in)		4	4	4	4	4														
Slab Poured/Sub Floor		4	4	4	4	4														
Framing: Floor, Walls, & Sheathing		6		3	5	6														
Ceiling Joists		2			2	2														
Rafters, Vallays, & Ridges		3			2	3														
Cornice, Louvers, & Gables		3																		
Roof: Sheathing, Decking, & Applied		6				1.5														
Plumbing Top Out (before fixtures)		3				3														
Tubs Set		1				.5														
Electrical Wiring (rough-in)		2																		
HVAC: Heat & Duct & Compressor		5																		
Fireplace & Flue		2																		
Insulation		1																		
Exterior Walls		8			1	1.5														
Window & Exterior Doors		4			2	4														
Sheetrock: Installed & Finished		5																		
Paint Prime: Inside & Outside		2																		
Millwork: Trim		8																		
Cabinets		4																		
Tile Set (Bath, Entry, etc.)		2																		
Finish Plumbing		2																		
Main Floors		4																		
Light Fixtures, Hardware, & Finish Electrical		3																		
Appliances		3																		
Finish Paint & Decoration (Interior/Exterior)		3																		
Concrete: Porches & Drives		3																		
Landscaping		1																		
Clean-up		1																		
TOTAL:		100	14	17	26	35.5														
INSPECTORS INITIALS			KH	KH	KH	KH														

Inspector's signature



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LIEN WAIVER

STATE OF South Carolina

TO WHOM IT MAY CONCERN: Terlizzi Home Improvement, LLC

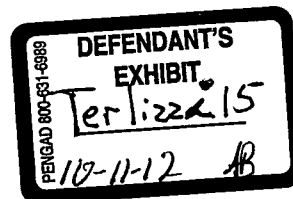
Whereas, the undersigned has been employed by MICHAEL L. BOHELER, JEANETTE A. BOHELER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHELER, JEANETTE A. BOHELER is/are the owner(s).

The undersigned, for and in consideration of \$ 16,875.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 6th day of Jan, 2011.

Signature: [Signature]

Builder/Contractor



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BUILDER: TERLIZZI HOME IMPROVEMENT, LLC

John Harding - 803-553-8630

Borrower: BOHELER, Michael

Property: 365 Blackberry Lane City: Pomaria Bank: Palmetto

ITEMS IN PLACE	DATE	%	9/22	10/20	11/17	12/8	12/22	1/05												
Site Prep & Footings		3	3	3	3	3	3	3												
Foundation Wall & Piers		2	2	2	2	2	2	2												
Slab Prep/Floor Joists		1	1	1	1	1	1	1												
Plumbing Rough-in (Stubbed-in)		4	4	4	4	4	4	4												
Slab Poured/Sub Floor		4	4	4	4	4	4	4												
Framing: Floor, Walls, & Sheathing		89		3	5	6	6	89												
Ceiling Joists		2			2	2	2	2												
Rafters, Valleys, & Ridges		3			2	3	3	3												
Cornice, Louvers, & Gables		3						1.5												
Roof: Sheathing, Decking, & Applied		5				1.5	2	4												
Plumbing Top Out (before fixtures)		3				3	3	3												
Tubs Set		1				.5	.5	.5												
Electrical Wiring (rough-in)		2						.5												
HVAC: Heat & Duct & Compressor		5																		
Fireplace & Flue		2																		
Insulation		1																		
Exterior Walls		8			1	1.5	1.5	1.5												
Window & Exterior Doors		4			2	4	4	4												
Sheetrock: Installed & Finished		5																		
Paint Primer: Inside & Outside		2																		
Millwork: Trim		85																		
Cabinets		4																		
Tile Set (Bath, Entry, etc.)		2																		
Finish Plumbing		2																		
Main Floors		4																		
Light Fixtures, Hardware, & Finish Electrical		3																		
Appliances		3																		
Finish Paint & Decoration (Interior/Exterior)		3																		
Concrete: Porches & Drives		3																		
Landscaping		1																		
Clean-up		1																		
TOTAL:		100	14	17	26	35	36	48*												
INSPECTORS INITIALS			KH	KH	KH	KH	KH	KH												

Inspector's signature

Refer to cost estimates.

* 11/05/11
Due to extensive frame pkg (which includes framed + roofed porches) and minimal millwork pkg, insp. allotments have been made at 8th

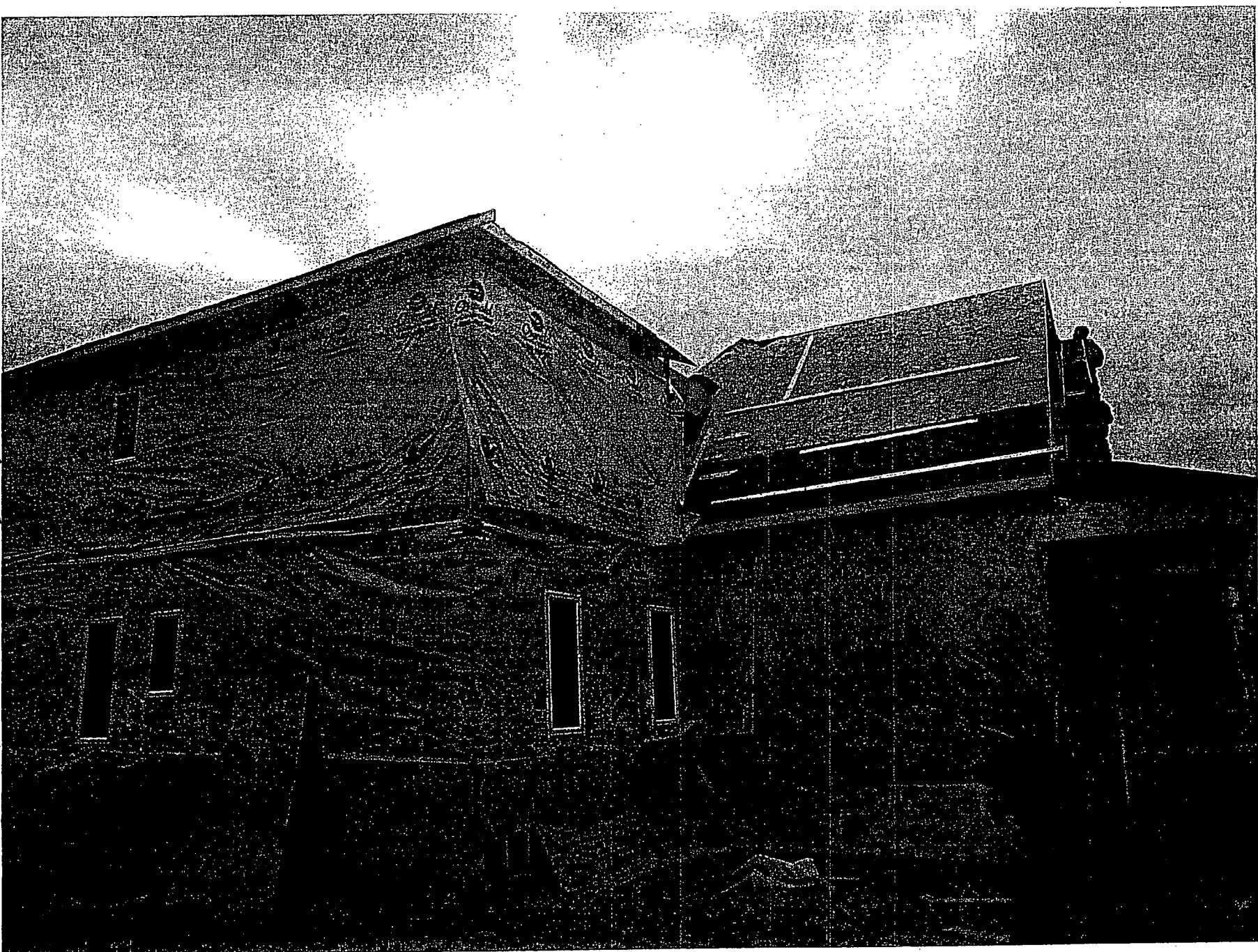
382



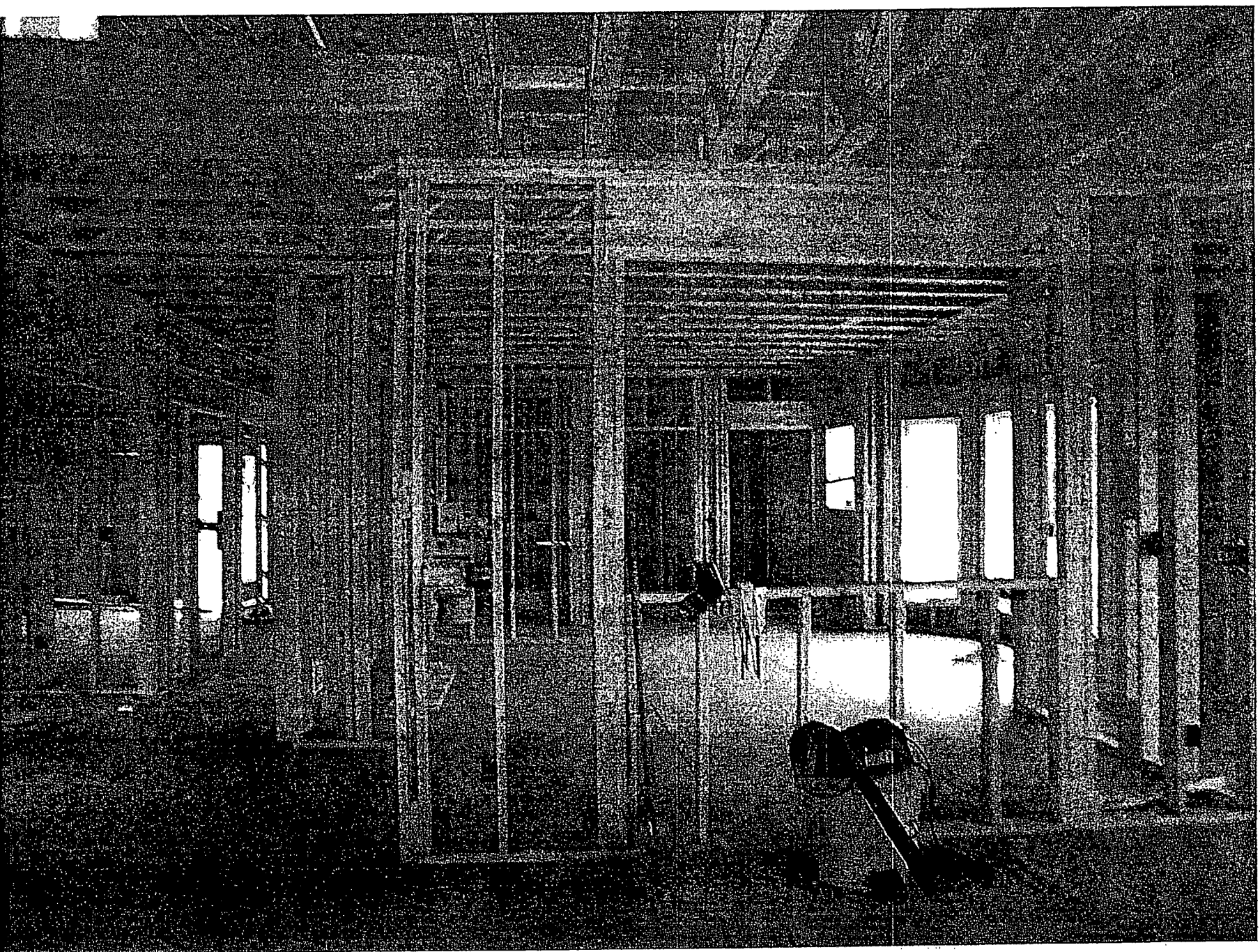
383



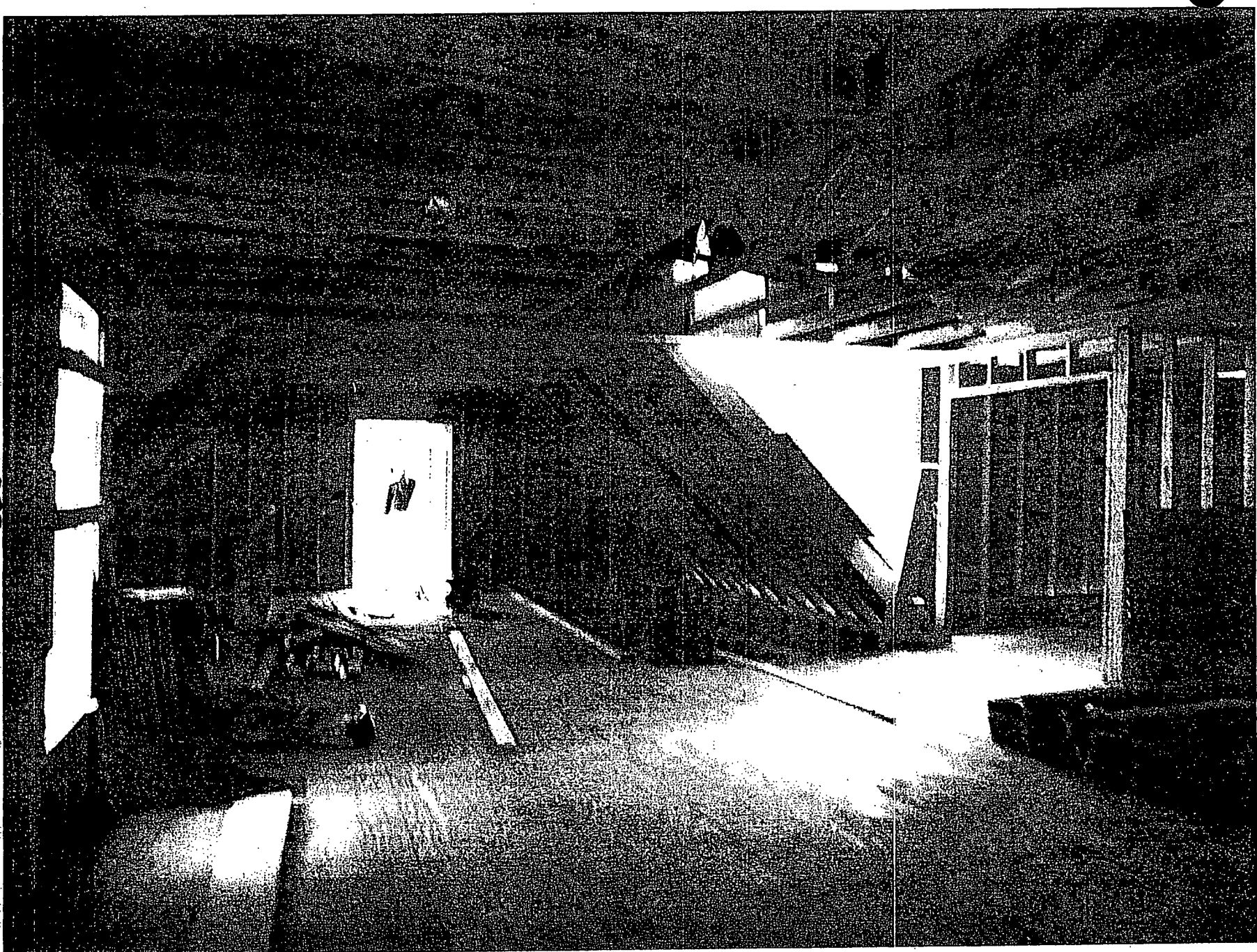
384



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LIEN WAIVER

STATE OF South Carolina

COUNTY OF Newberry

TO WHOM IT MAY CONCERN: Terlizzi Home Improvement

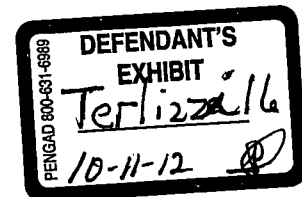
Whereas, the undersigned has been employed by MICHAEL L. BOHLER, JEANETTE A. BOHLER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHLER, JEANETTE A. BOHLER is/are the owner(s).

The undersigned, for and in consideration of \$ 23,625.00, and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 3rd day of Feb, 2011.

Signature :

Michael L. Bohler
Builder/Contractor



BUILDER: TERLIZZI HOME IMPROVEMENT, LLC

John Harding - 803-553-8630

Borrower: BOHELER, Michael Property: 365 Blackberry Lane City: Pomaria Bank: Palmetto

ITEMS IN PLACE	DATE	%	9/22	10/20	11/17	12/3	12/20	1/5	2/02						
Site Prep & Footings		3	3	3	3	3	3	3	3						
Foundation Wall & Piers		2	2	2	2	2	2	2	2						
Slab Prep/Floor Joists		1	1	1	1	1	1	1	1						
Plumbing Rough-In (Stubbed-in)		4	4	4	4	4	4	4	4						
Slab Poured/Sub Floor		4	4	4	4	4	4	4	4						
Framing: Floor, Walls, & Sheathing		89		3	5	6	6	89	9						
Ceiling Joists		2			2	2	2	2	2						
Rafters, Valleys, & Ridges		3			2	3	3	3	3						
Cornice, Louvers, & Gables		3						1.5	1.5						
Roof Sheathing, Decking, & Applied		5				1.5	2	4	4.5						
Plumbing Top Out (before fixtures)		3				3	3	3	3						
Tubs Set		1				.5	.5	.5	.5						
Electrical Wiring (rough-in)		2						.5	2						
HVAC: Heat & Duct & Compressor		5							4						
Fireplace & Flue		2							2						
Insulation		1							.5						
Exterior Walls		8			1	1.5	1.5	1.5	3.5						
Window & Exterior Doors		4			2	4	4	4	4						
Sheetrock: Installed & Finished		5													
Paint Prime: Inside & Outside		2													
Millwork: Trim		8.5													
Cabinets		4													
Tile Set (Bath, Entry, etc.)		2													
Finish Plumbing		2													
Main Floors		4													
Light Fixtures, Hardware, & Finish Electrical		3													
Appliances		3													
Finish Paint & Decoration (Interior/Exterior)		3													
Concrete: Porches & Drives		3													
Landscaping		1													
Clean-up		1													
TOTAL:		100	14	17	26	35	36	43	53.5						
INSPECTORS INITIALS		-	KH	KH	KH	KH	KH	KH	KH						

Inspector's signature

Refer to cost estimates

* HOSLI
Due to extensive frame pkg (which included framed + roofed porches) and minimal millwork pkg, insp. allotments have been reduced with

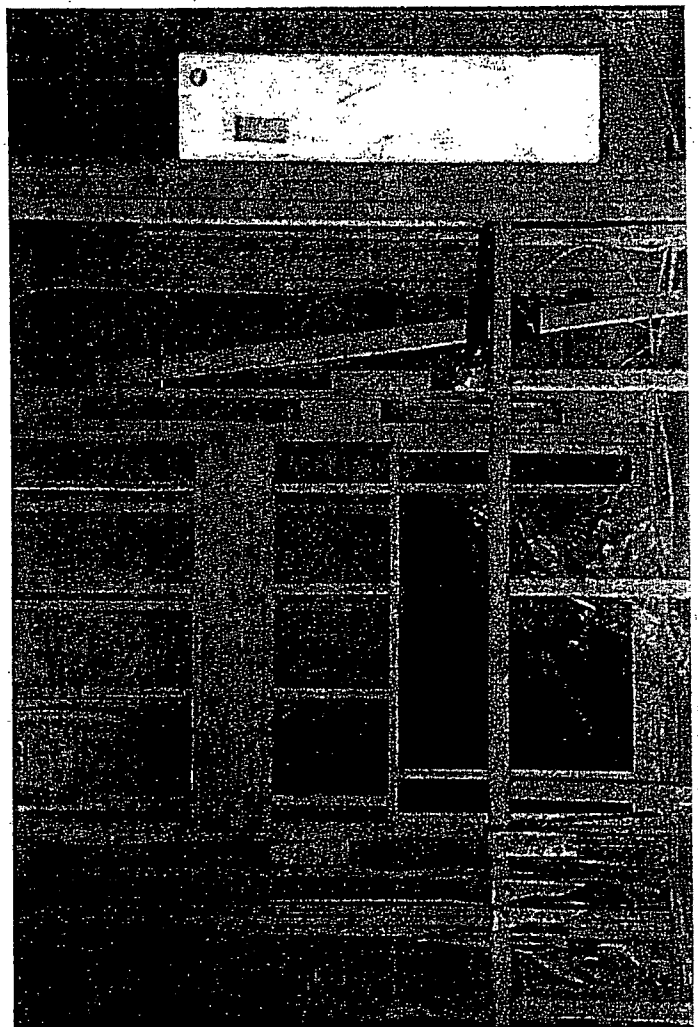
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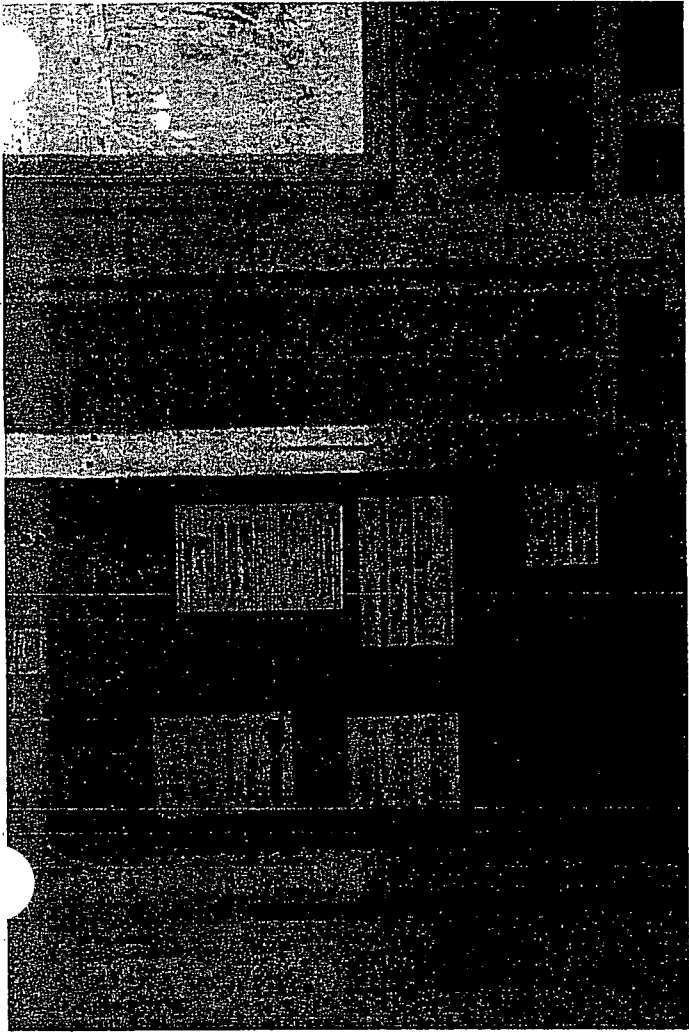


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LIEN WAIVER

STATE OF South Carolina

COUNTY OF NEWBERRY

TO WHOM IT MAY CONCERN: Terlizzi Home Improvement

Whereas, the undersigned has been employed by MICHAEL L. BOHELER, JEANETTE A. BOHELER to furnish residential construction for the premises known as 365 BLACKBERRY LANE, POMARIA, SC 29126 of which MICHAEL L. BOHELER, JEANETTE A. BOHELER is/are the owner(s).

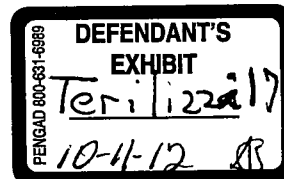
The undersigned, for and in consideration of \$ 10,125.00 and other good and valuable consideration, the receipt whereof is hereby acknowledged, do(es) hereby waive and release any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus or machinery furnished, and on the moneys, funds or other considerations due or to become due from the owner, on account of labor, services, material fixtures, apparatus or machinery furnished to this date by the undersigned for the above described premises.

This 10th day of March, 2011

Signature: [Signature]

Builder/Contractor

mbolers@gmail.com



BUILDER: TERLIZZI HOME IMPROVEMENT, LLC

John Harding - 803-553-8630

Borrower: BOHELER, Michael Property: 365 Blackberry Lane City: Pomaria Bank: Palmetto

ITEMS IN PLACE	DATE	%	9/22	10/20	11/17	12/3	12/22	1/05	2/02	3/09			
Site Prep & Footings		3	3	3	3	3	3	3	3	3			
Foundation Wall & Piers		2	2	2	2	2	2	-2	2	2			
Slab Prep/Floor Joists		1	1	1	1	1	1	1	1	1			
Plumbing Rough-in (Stubbed-In)		4	4	4	4	4	4	4	4	4			
Slab Poured/Sub Floor		4	4	4	4	4	4	4	4	4			
Framing: Floor, Walls, & Sheathing		89		3	5	6	6	89	9	9			
Ceiling Joists		2			2	2	2	2	2	2			
Rafters, Valleys, & Ridges		3			2	3	3	3	3	3			
Cornice, Louvers, & Gables		3						1.5	1.5	2.5			
Roof: Sheathing, Decking, & Applied		5				1.5	2	4	4.5	5			
Plumbing Top Out (before fixtures)		3				3	3	3	3	3			
Tubs Set		1				.5	.5	.5	.5	.5			
Electrical Wiring (rough-in)		2						.5	2	2			
HVAC: Heat & Duct & Compressor		5							4	4			
Fireplace & Flue		2							2	2			
Insulation		1							.5	.5			
Exterior Walls		8			1	1.5	1.5	1.5	3.5	6.5			
Window & Exterior Doors		4			2	4	4	4	4	4			
Sheetrock: Installed & Finished		5											
Paint Prime: Inside & Outside		2											
Millwork: Trim		85											
Cabinets		4											
Tile Set (Bath, Entry, etc.)		2											
Finish Plumbing		2											
Main Floors		4											
Light Fixtures, Hardware, & Finish Electrical		3											
Appliances		3											
Finish Paint & Decoration (Interior/Exterior)		3											
Concrete: Porches & Drives		3											
Landscaping		1											
Clean-up		1											
TOTAL:		100	14	17	26	35	36	43	53.5	58			
INSPECTORS INITIALS			KH	KH	KH	KH	KH	KH	KH	KH			

Inspector's signature

Refer to cost estimates

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Due to extensive frame pkg (which included framed + roofed porches) and minimal millwork pkg, insp. allotments have been increased with

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MICHAEL BOHELER 12-6-12

1 Q. And what does Norman do?

2 A. He is a Richland County sheriff
3 deputy.

4 Q. How long have they been married?

5 A. Fifteen or sixteen years.

6 Q. How long have they lived next door to
7 you?

8 A. Since I moved into the house in July.

9 Q. July of this year?

10 A. Right.

11 Q. July 2012. Okay.

12 Does your wife work?

13 A. No. She's handicapped.

14 Q. What's the nature of her handicap?

15 A. She had a spinal cord injury in 1994.

16 Q. And she's been disabled or
17 handicapped since that time?

18 A. That's correct.

19 Q. Does she draw Social Security
20 disability?

21 A. Yes, she does.

22 Q. So she hasn't worked at all since the
23 early to mid-90s?

24 A. That's right.

25 Q. When she worked, what did she do?

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1 that correct?

2 A. That's correct.

3 Q. That's the first house you've ever
4 had built; is that correct?

5 A. That's correct.

6 Q. Do you know whether your wife has
7 ever had a house built other than this one?

8 A. I don't think so.

9 Q. Okay. Did you -- prior to this, had
10 you ever had where you were actually responsible
11 for or contracted to build anything, any type of
12 construction?

13 A. No.

14 Q. Okay. What made you decide to have a
15 house built rather than buy an existing structure
16 with regard to this current residence?

17 A. Because my wife is handicapped and I
18 was looking for a house to meet her special needs.

19 Q. Are her special needs mainly related
20 to mobility?

21 A. Yes.

22 Q. Is she confined to a wheelchair or
23 can she walk? What's her situation?

24 A. She can walk limited.

25 Q. Does she normally use -- does she use

1 an assistive device, a cane or walking or
2 something like that?

3 A. She has and does occasionally, but
4 she also uses a wheelchair or a motorized scooter
5 that she has.

6 Q. Does she use those things in the
7 house?

8 A. Rarely.

9 Q. Is that more when she goes out
10 somewhere, then she would take that with her to be
11 able to use?

12 A. That's right.

13 Q. Do you have one of those situations
14 where you can like hook it up on the back of your
15 vehicle?

16 A. That's right.

17 Q. Okay. Inside the house, with this
18 particular one, what type of special
19 accommodations, or what have you, did you have in
20 mind in order to assist your wife with her
21 ambulatory issues?

22 A. Handicapped railing in all bathrooms,
23 wider hallways and doors to be able to get through
24 with wheelchairs or scooter, if she had to use it
25 or would -- will have to use it in the future,

1 wider stairways in the house to accommodate a
2 chairlift to help her get up the stairs.

3 Q. Do you have a chairlift on your
4 stairs?

5 A. Not at this time.

6 Q. But you are anticipating that you
7 might do that?

8 A. I had hoped to put one in while we
9 were building but...

10 Q. All right. And you've mentioned
11 basically the railings, wider hallways, doors,
12 stairs wider.

13 A. She wanted to be able to have access
14 to the outside, so we built a -- and she wanted
15 access to the outside without people having access
16 to her, i.e., steps coming up to a porch on the
17 upper level, because she can't get away. She
18 can't move quickly, and she always has a fear that
19 somebody might, you know, attack her or something.

20 Q. Sure.

21 A. So we built the house with decking
22 and screened porches and sunrooms on the second
23 level with no access from the ground level except
24 through the house.

25 Q. Okay. Any other significant features

1 in the area.

2 Q. Did they describe to you what the
3 nature of the work was that John Harding had done
4 for them?

5 A. He put a deck on their house.

6 Q. Okay. Now, about what time frame is
7 this that you and the Hernandezs are having this
8 discussion?

9 A. Probably somewhere along the lines of
10 2008.

11 Q. Okay. How long after that
12 discussion -- and it may have been a series of
13 discussions, I'm assuming. Is that fair to say?

14 A. Sure.

15 Q. Okay. How long after that did you
16 actually get in touch with John Harding or did he
17 call you? How did that all play out?

18 A. Somewhere a few weeks or months after
19 the conversation started, Armando took us to --
20 took me to John's house, and I took a set of house
21 plans with me and asked him how much he thought he
22 could build that house for.

23 Q. Okay. The house plans that you had,
24 were those the ones that were ultimately the house
25 was built on or is this another set of plans?

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MICHAEL BOHELER 12-6-12

1 A. Totally different set of plans.

2 Q. Okay. So the plans that you took
3 that day or evening to John Harding don't have any
4 relevance to how your current house was
5 constructed; is that accurate?

6 A. That's exactly right.

7 Q. Okay. About how many times did you
8 meet with John Harding about that?

9 A. Well, I met him that one time and
10 decided that I wanted to work a little longer
11 trying to get my retirement plan, my 401,
12 increased and decided not to built at that time.

13 Q. Did he give you a quote on a price?

14 A. He did.

15 Q. Do you remember what it was?

16 A. 153- or -54,000 dollars for that
17 house plans.

18 Q. Was that a verbal quote or was there
19 an actual bid given to you in writing?

20 A. I guess he did that through some
21 computations he did, but he wrote it down on the
22 plans that I had for a price.

23 Q. All right. Do you have a copy of
24 those old plans?

25 A. I don't think so.

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MICHAEL BOHELER 12-6-12

1 Q. Are you still paying on that or has
2 that been paid?

3 A. It's been paid.

4 Q. All right. When you met with
5 John Harding back in what sounds like around 2008,
6 was the name Willie Terlizzi mentioned at all?

7 A. No.

8 Q. Was Terlizzi Home Improvement, LLC,
9 mentioned at all?

10 A. No.

11 Q. At that time what was your
12 understanding as to John Harding? Was he -- did
13 he have his own company? Was he an independent?
14 What was his situation?

15 A. He was a builder and he could build a
16 house for us.

17 Q. All right. Good enough. So at some
18 point did you get back in touch with John Harding?

19 A. Yes.

20 Q. And about when would that have been?

21 A. Mid-2009.

22 Q. Okay. Now, between when you first
23 talked to John Harding and the second time, did
24 you discuss anything with any other builders?

25 A. I looked at modular home builders and

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1 to get this house built prior to my release from
2 the Federal Reserve, because of consolidations,
3 and that we wanted to build a handicap-accessible
4 house and that I had this plan.

5 I had several plans but I had this
6 plan and this plan and this plan and we were
7 looking to build a house and we liked this plan
8 the most, but it was not what we wanted completely
9 so we needed to expand upon that plan to be able
10 to accommodate my wife.

11 Q. That plans that you just mentioned
12 that you would have discussed with John Harding at
13 the second meeting, were those plans that you had
14 acquired on your own and had an architect done any
15 of those plans?

16 A. I had gotten them off an Internet
17 search.

18 Q. All right. So at the conclusion of
19 that second meeting, was there a bid made or just
20 we're going to meet again? How did that go?

21 A. We were going to meet again based on
22 loan acceptance from a mortgage company.

23 Q. All right. At that second meeting,
24 did the name of Willie Terlizzi or Terlizzi Home
25 Improvement come up?

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MICHAEL BOHELER 12-6-12

1 A. No.

2 Q. When did you next meet with
3 John Harding?

4 A. Well, I guess I spoke to him on the
5 phone a few times, kind of updating him, letting
6 him know that I was working with mortgage
7 companies and because of the economic environment
8 obtaining a loan was sort of like pulling teeth
9 without anesthesia, so I probably didn't meet with
10 him until February of 2010, January 2010.
11 Somewhere in that time frame.

12 Q. And I'm not holding you to specifics,
13 but it sounds like approximately about a half year
14 went by --

15 A. Yes.

16 Q. -- before you all met again?

17 A. Uh-huh.

18 Q. I need you to say yes or no.

19 A. Yes.

20 Q. Okay. Thank you.

21 What happened at this third meeting?

22 A. Discussed the fact that I thought I
23 had finally gotten a mortgage company that was
24 going to finally follow through with a mortgage,
25 and I wanted to go ahead and start looking at

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1 developing a set of house plans to build.

2 Q. All right. That third meeting, was
3 it at your house or his house or somewhere else?

4 A. At our house.

5 Q. Who all was present?

6 A. My wife, John Harding and myself.

7 Q. And how did you all leave things?

8 Was he to get plans? Were you to get plans?

9 A. We took the plans that we had
10 generated from the computer, and we drew them up
11 on sheets of paper and discussed issues that we
12 had with the set of plans that were there, what we
13 needed in the way of additional rooms or locations
14 of things like stairs or access to the house from
15 the outside that we didn't want to have but was on
16 the plans, and we set at a table and drew up new
17 plans.

18 Q. Okay. And that's at the third
19 meeting?

20 A. The third, the fourth. However --
21 you know, several meetings that we discussed
22 because we -- he would draw a set, bring them back
23 to us. We would look at them, we would discuss
24 what we thought we liked or disliked about it, and
25 we would make additional changes, and we'd see

MICHAEL BOHELER 12-6-12

1 I had another mortgage company that
2 told me that they would do the loan. Things
3 seemed to be progressing as they should, and then
4 one day out of the blue they called me and asked
5 me if I had refinanced or done any sort of
6 mortgage work within the past 12 months, and I had
7 actually refinanced my house to get the equity out
8 of that to, you know, improve my financial
9 position, and they then said anybody that had done
10 a mortgage within the last 12 months could no
11 longer have a mortgage, so that one disappeared.

12 And finally I had a third mortgage
13 company that gave me preliminary approval sometime
14 in I'm thinking early April or mid-April, and I
15 wanted to get the tax credit that was available
16 from the government for a new home if the contract
17 was signed by April 30, 2010, so it was done
18 quickly and it was brought to me and said, here is
19 a tentative contract that we can sign to be able
20 to qualify you for the government credit.

21 Q. Who brought you the contract?

22 A. John Harding.

23 Q. Okay. Who drafted the contract?

24 A. My understanding, it was

25 Willie Terlizzi.

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MICHAEL BOHELER 12-6-12

1 Q. Did you know that at the time or is
2 that something you found out later?

3 A. That was something I knew at the
4 time.

5 Q. Okay. Had you talked to Mr. Terlizzi
6 at that point?

7 A. No.

8 Q. Now, you said there was a tax credit
9 involved?

10 A. That's right.

11 Q. What was the nature of that tax
12 credit?

13 A. \$6,500 for a second home if contract
14 was signed prior to April 30th and loan was
15 acquired and closed before I believe the end of
16 September of that year.

17 Q. Okay. I want to hand you a copy of a
18 document. It's called -- at the top of the first
19 page it says, Contractor Agreement, and at the
20 bottom of the first page it has Exhibit B written
21 in ink and Terlizzi-0010 at the very bottom
22 right-hand corner. Is this the contract that
23 you're referring to? And I'll represent there are
24 some handwritten notations on that that are my
25 handwriting. I realized when I pulled that out

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MICHAEL BOHELER 12-6-12

1 (PLF. EXH. 1, Contractor Agreement,
2 was marked for identification.)

3 BY MR. COOK:

4 Q. Mr. Boheler, you've discussed a
5 contract that was drafted to meet a April 30th
6 deadline. That Exhibit 1 that you have in front
7 of you, is that what you're referring to?

8 A. Yes.

9 Q. Not too long ago you referred to that
10 as a tentative contract. Why did you refer to it
11 as a tentative contract?

12 A. Because when it was brought back to
13 me on April 30th we discussed that this was a
14 general contract utilized by Willie and John and
15 Terlizzi Home Improvement and that this would meet
16 the requirements for the tax credit, but there
17 were other things that my wife and wanted in this
18 house and we discussed those items prior to us
19 signing that contract, and it was agreed upon by
20 John Harding that there were additional things
21 that were going to be included in what was going
22 to be built into the home.

23 Q. Did you understand that there would
24 be another contract signed or that you all would
25 just use that but operate under the agreement that

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MICHAEL BOHELER 12-6-12

1 there would be other details not included in that
2 contract?

3 A. Would you rephrase that again? What
4 did you ask?

5 Q. Let me back up so that we on both the
6 same page. I believe you've just testified that
7 Exhibit No. 1, you didn't consider that to be your
8 full agreement. Is that correct?

9 MR. KRAWCZYK: Object to the form.

10 THE WITNESS: I accepted it as a
11 contract, yes, but additional items to be followed
12 upon, yes.

13 BY MR. COOK:

14 Q. It was your intention and your belief
15 that there would be additional items over and
16 above what was in the writing of Exhibit No. 1.

17 A. Right. Items that we discussed with
18 John Harding, yes.

19 Q. Was it your expectation that a
20 subsequent contract would be entered into that
21 would cover those additional items?

22 A. Possibly. I mean, I don't think we
23 defined those as an additional contract, but we
24 made a list of items that we wanted, and he agreed
25 that those would be something that would be

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1 included in the house.

2 Q. Okay. And I think you had -- you've
3 probably seen Exhibit 1 before and are familiar
4 with it. It's signed by Willie Terlizzi for
5 Terlizzi Home Improvement, LLC.

6 A. Right.

7 Q. Was it signed by him when it was
8 given to you by John Harding or did that occur
9 later?

10 A. It was signed by him when it was
11 given to me by John Harding.

12 Q. So at the time it was given to you it
13 had that one signature but no other signatures.

14 A. That's right.

15 Q. Okay. And then you and your wife
16 signed it; is that right?

17 A. That's right.

18 Q. Did you all make any changes in
19 writing to the contract as it was handed to you?

20 A. Did we formally make any changes as
21 in notations on the contract itself?

22 Q. That's the question, yes, sir.

23 A. No, we did not.

24 Q. All right. Did you request that any
25 changes be made in writing on the contract before

1 you signed it?

2 A. We requested -- we discussed items
3 that we wanted to be included into the house that
4 were required by us before we signed the contract,
5 and he said that those would be things that would
6 be included in the house, yes.

7 Q. What were those items?

8 A. Oh, things like the wider doors for
9 accessibility with wheelchairs, wider hallways, a
10 generator for the house for emergency power
11 because of my wife's handicap, the double-paned
12 Argon gas windows to be used in the house to meet
13 things, Energy Star requirements, although we were
14 not requesting that it be an Energy Star approved
15 house.

16 A pier on a pond that we have, a
17 single-run pier, a chain-link fence in the
18 backyard, screened porches on the upper and lower
19 level of the house, crushed run on the driveways,
20 columns and archways in the living room.

21 Let's see. A security system, which
22 I knew, you know, we were going to have Internet
23 connections throughout the house with the wiring
24 in the house. And there might be a few other
25 items, but those are the ones that I recall at the

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1 moment. Energy Star. You know, like I said, it's
2 supposed to be an Energy Star type house.

3 Q. The items that you've just mentioned,
4 starting with the wider doors and ending with the
5 Internet connections plus some other miscellaneous
6 things, do you agree that those items are not
7 specifically addressed in writing on the contract
8 that you signed on April 30th?

9 A. I agree to that, yes.

10 Q. Did you ask Mr. Harding, Could you
11 add an addendum, just handwrite it on there or add
12 an extra sheet of paper? Did you all discuss
13 doing that?

14 A. We may have, yes. I -- I know we
15 talked about these issues, you, know and it seemed
16 like it might have been mentioned that those
17 would -- he would write those up and get them to
18 me, yes.

19 Q. Did you ever get them written up and
20 given to you?

21 A. No.

22 Q. I believe that Exhibit 1 refers to
23 some plans dated April of 2010. Are you familiar
24 with that part?

25 A. If you say so.

MICHAEL BOHELER 12-6-12

1 Q. Well, I don't want you to --

2 A. I don't.

3 Q. Okay. I don't want you to take my
4 word for it. Let me take a quick look here and I
5 will -- actually, I'm glad you didn't take my word
6 for it. I may be mistaken on that.

7 I want to hand you Page 2 of
8 Exhibit 1, Article 6, Other Terms. Are you
9 familiar with that part of it at the very bottom
10 there?

11 A. I don't know that I was familiar with
12 it until this moment, no.

13 Q. Okay. While that was going on,
14 though, were you aware that there was a set of
15 plans dated April 2010?

16 A. I was aware that I was to get a final
17 set of plans yet that I had not received.

18 Q. Were you aware that at least in terms
19 of what that contract was being based upon, that
20 it was being based upon a set of plans dated April
21 2010?

22 MR. KRAWCZYK: Object to the form.

23 THE WITNESS: No.

24 BY MR. COOK:

25 Q. You were not aware of that?

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MICHAEL BOHELER 12-6-12

1 A. No.

2 Q. Did you ever see prior to signing
3 that contract a set of plans dated April 2010 from
4 Mr. Peake?

5 A. Perhaps a draft but not of what -- a
6 final set that was brought to me to say these are
7 the final set of plans.

8 Q. Do I understand you to say that at
9 the time of the signing of that contract on
10 April 30, 2010, you did not believe there was a
11 definitive set of plans in place at that time?

12 A. A final set of plans, that's right.
13 I did not think they were prepared yet.

14 Q. All right. When did you receive a
15 final set of plans?

16 A. Somewhere prior to construction.
17 Probably in the July or August time frame because
18 I had to supply them to the mortgage company.

19 Q. The final -- the set of plans that
20 you indicated were final, who did you get those
21 from?

22 A. John Harding.

23 Q. I've seen a second set of plans dated
24 September 2010 from Mr. Peake. Is it possible
25 that's what you're referring to?

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1 A. Possible, yes.

2 Q. Okay. And the house as it currently
3 is constructed, is it your testimony that it was
4 built according to that second set of plans?

5 A. Pretty close, yes.

6 Q. Okay. All right. Were you concerned
7 at all that you were signing a contract that
8 didn't have a final set of plans?

9 A. No.

10 Q. Okay. Did you ever discuss with
11 John Harding entering into a new contract once the
12 final set of plans was delivered to you?

13 A. No.

14 Q. All right. When you received that
15 final set of plans, did you have to okay it so
16 that it would then be built according to those or
17 did you tell John to use these plans? How did
18 that play out?

19 A. He brought me the final set and said,
20 These are the finals based on what we have
21 discussed. Look them over. See if you see
22 anything that's, you know, out of the way or not
23 the way we had discussed them in the past, and if
24 not, then these are the plans we'll use to build
25 the house.

1 Q. Were you satisfied with that final
2 set of plans?

3 A. It appeared to me with what I know
4 about blueprints, that those were fine. Yes.

5 Q. Did they address the issues that you
6 had raised about wider hallways, etcetera,
7 etcetera?

8 A. Yes.

9 Q. Did you ever stop to think or have
10 any discussions about whether that final set of
11 plans as drawn would increase the cost of
12 building?

13 A. No.

14 Q. Did John Harding mention anything to
15 you about that?

16 A. No.

17 Q. Did you ask any questions about that?

18 A. Other than these were the final plans
19 based on what we had been in discussion about for
20 the past several months, no. That was the final
21 set of plans based on our discussions and requests
22 for the house.

23 Q. All right. And, now, up to that
24 point that you got the final set of plans, had you
25 ever met Mr. Terlizzi?

1 John Harding directly. Does that sound correct to
2 you?

3 A. In that ballpark. 30-, 33-, yes.

4 Q. Why were these checks written to
5 John Harding rather than Terlizzi Home
6 Improvement, LLC?

7 A. He asked me to write them to him.

8 Q. Now, the date on the first check,
9 this Check No. 6185, is March 25, 2010, in the
10 amount of \$1,500.

11 A. Uh-huh.

12 Q. I need you to say yes or no.

13 A. Yes, it is.

14 Q. Is that correct?

15 A. That's right.

16 Q. And it indicates it's for house
17 plans.

18 A. That's right.

19 Q. Did he ask you to write him that
20 check?

21 A. Yes.

22 Q. All right. And the contract had not
23 been signed at that time because the contract is
24 dated April 30th.

25 A. Right.

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MICHAEL BOHELER 12-6-12

1 Q. Okay. And then it looks to me like
2 the next check would be the one for \$947 dated
3 August 3, 2010. Does that look correct to you?

4 A. Yes, it does.

5 Q. And that check indicates it's for
6 builders' risk insurance?

7 A. That's right.

8 Q. All right. Did he ask that you
9 reimburse him for that or pay for that?

10 A. I wrote the check to him to be able
11 to purchase the builders' risk insurance.

12 Q. Okay. But he asked that you do that;
13 is that correct?

14 A. That's right.

15 Q. Okay. And then a week later, on
16 August 20th, you write him a check for \$7,053?

17 A. Yes.

18 Q. And on the legend it has "house
19 construction"?

20 A. Yes.

21 Q. Had construction started at that
22 point?

23 A. It was close. It either was -- had
24 already begun or was just the beginning to dig
25 footers at that point, so it was close, because I

421

1 know we started construction late in August.

2 Q. Okay. And then the following check
3 is dated April. I'm sorry. August 27, 2010,
4 \$9,000 to John Harding for house construction. Do
5 you see that?

6 A. Yes.

7 Q. Do you think construction was started
8 by the time of that check?

9 A. Yes.

10 Q. And then there is a \$650 -- I'm
11 sorry. The next check is to Newberry County; is
12 that correct?

13 A. That's right.

14 Q. And that was for the building permit?

15 A. That's right.

16 Q. And then September 17, 2010, a check
17 for \$3,330 payable to John Harding for house
18 construction. Do you see that?

19 A. Yes.

20 Q. Did he ask for that check?

21 A. Yes.

22 Q. And then the following check, it says
23 9 slash 24 with no year date, but I assume that
24 was 2010. Do you think that would be a fair
25 assumption?

422

MICHAEL BOHELER 12-6-12

1 A. Yes.

2 Q. Okay. In the amount of \$9,000

3 payable to John Harding, but it doesn't state what
4 it's for. Was that for construction?

5 A. Yes, it was.

6 Q. Okay. And then the last one that I
7 see directly to him is a check dated October 21,
8 2010, for \$8,000, and the legend says House
9 Construction, and then it says something else
10 which I can't quite read. What does that say?

11 A. Upfront monies.

12 Q. Upfront monies. Okay. All right.

13 Did he ask that you write that?

14 A. Yes.

15 Q. Why were you making checks payable to
16 him for all of these different things?

17 A. Because he asked me to.

18 Q. Did you ever review the contract to
19 see what the contract required in terms of how
20 money was to be paid?

21 A. No.

22 Q. All right. Would it surprise you to
23 learn that the contract says in Article 3 that the
24 owner shall pay the contractor for the materials
25 and labor to be performed under the contract?

423

MICHAEL BOHELER 12-6-12

1 MR. KRAWCZYK: Object to the form.

2 MR. COOK: Okay.

3 THE WITNESS: It wouldn't surprise
4 me, but I considered John to be the contractor.

5 BY MR. COOK:

6 Q. But you realize that -- at the time
7 you wrote these checks to Mr. Harding, did you
8 realize that there was an entity called Terlizzi
9 Home Improvement, LLC, whose name the contract was
10 in?

11 A. Well, I'm -- yes, because I knew it
12 had been signed by Willie Terlizzi but...

13 Q. Did you discuss -- before you wrote
14 these checks to John Harding, the ones that we
15 just went over, did you discuss with Mr. Terlizzi
16 writing the checks to John Harding rather than
17 Terlizzi Home Improvement, LLC?

18 A. Maybe briefly but, you know, he --
19 We're partners, and I didn't take it to be
20 anything other than a partnership.

21 Q. Well, did you specifically -- do you
22 specifically recall discussing with Mr. Terlizzi
23 writing these checks to John Harding at the time
24 they were written?

25 MR. KRAWCZYK: Object to the form.

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1 answer.

2 THE WITNESS: Waived as in by
3 omission I waived it or by actually coming up and
4 saying that this date had been...

5 BY MR. COOK:

6 Q. I'm assuming that you didn't
7 specifically say I, Michael Boheler, hereby --

8 A. That's right.

9 Q. -- waive. But in terms of your
10 actual practice and your course of conduct, is it
11 reasonable to assume that you waived strict
12 performance with the December 1, 2010, completion
13 date?

14 MR. KRAWCZYK: Object to the form.

15 THE WITNESS: Yes.

16 BY MR. COOK:

17 Q. Okay. Now I'm going to hand you
18 another document, Mr. Boheler. Bear with me. My
19 preference would be to just keep going but --

20 A. No.

21 Q. -- if you get to the point that you
22 want to take a break, will you let me know?

23 A. Yes. I'd like to add something to
24 that last statement. You have to also understand
25 that loans did not come through prior to June 1st

425

1 second page?

2 A. Yes.

3 Q. Okay. Did you apply for the building
4 permit?

5 A. Yes.

6 Q. Does that paperwork look like the
7 paperwork you filled out when you applied for it?

8 A. Yes. I'm sure it is.

9 MR. COOK: All right. I want to have
10 those two pages marked as Exhibit No. 3.

11 MR. KRAWCZYK: With no objection.

12 (PLF. EXH. 3, Newberry County
13 Building Residential Permit Dated 9/16/10, was
14 marked for identification.)

15 BY MR. COOK:

16 Q. You're listed as the -- well,
17 actually, you and your wife are listed as the
18 contractor. Why is that?

19 A. Because John said if I'd go do this,
20 it would help expedite things and we could get
21 started sooner, so I went and did -- took care of
22 that.

23 Q. Did he give you any reason as to why
24 that would be so?

25 A. Other than to do things like -- I

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MICHAEL BOHELER 12-6-12

1 Acord form, and it's labeled Evidence of Property
2 Insurance, and it's dated August 3, 2010. Is that
3 the document you were referring to or is it
4 something else?

5 A. Yes, that's the document that I'm
6 referring to.

7 Q. You were produced a copy of that?

8 A. At some point.

9 MR. COOK: All right. I'm going to
10 have that marked as No. 4, please.

11 (PLF. EXH. 4, Acord Evidence of
12 Property Insurance, was marked for
13 identification.)

14 BY MR. COOK:

15 Q. And do see at the bottom left-hand
16 corner it states, Additional Interest, Michael and
17 Janet Boheler?

18 A. Yes.

19 Q. Do you see in the upper third on the
20 left-hand side where it says Insured, and then it
21 has Terlizzi Home, it should be Improvements, it's
22 misspelled, LLC, and John Harding Construction?

23 A. Yes.

24 Q. Have you looked at that part of that
25 until today? Have you ever reviewed that

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1 previously?

2 A. Yes.

3 Q. Do you know why it says John Harding
4 Construction on there?

5 A. No.

6 Q. Your contract was just with Terlizzi
7 Home Improvements; is that correct?

8 A. The physical contract itself?

9 Q. The written contract, Exhibit No. 1.

10 A. Yes.

11 Q. All right. Do you recall having any
12 concern or question about why John Harding
13 Construction was listed as an insured --

14 A. No.

15 Q. -- on this? Okay.

16 Did you ask Mr. Harding about that?

17 A. No.

18 Q. All right. Now, you indicated a
19 little while ago that Mr. Terlizzi had told you at
20 some point that he had concerns about how the
21 money had been used by John Harding that you
22 provided as up-front money.

23 A. That's right.

24 Q. Did you do any independent
25 investigation to see how the money had been spent?

MICHAEL BOHELER 12-6-12

1 dated July 22, 2011, and ask you, do you recognize
2 that document?

3 A. Yes, I recognize it.

4 Q. Did you prepare that document?

5 A. I did.

6 Q. Is that your signature and dating on
7 the document?

8 A. It is.

9 MR. COOK: All right. Let's mark
10 that as No. 8.

11 (PLF. EXH. 8, Letter Dated 7/22/11,
12 was marked for identification.)

13 BY MR. COOK:

14 Q. A minute or two ago you mentioned
15 that you thought there might be a document that
16 was signed with the August 24, 2011, completion
17 date. Is this the document that you were
18 referring to?

19 A. Yes, I believe it is.

20 Q. Okay. And it's signed just by you;
21 is that correct?

22 A. That's right.

23 Q. The second sentence in that document
24 says, "We will agree to pay you the additional
25 monies requested in order to be able to complete

429

1 the building of our house." Did I read that
2 second sentence correctly?

3 A. Yes.

4 Q. You wrote that. What did you mean by
5 it?

6 A. I had 22,500, or thereabouts, of
7 money still invested in the house for -- during
8 the construction of the house that I had paid into
9 the construction of this house, and it was told to
10 me that if I agreed to pay these monies if the
11 house was completed by the 24th, that we could
12 agree upon the 8/24 date.

13 Q. Okay. Did you ask Mr. Terlizzi to
14 sign it on behalf of his company?

15 A. No, because it was requested by
16 Mr. Terlizzi.

17 Q. Okay. Now, was that how much was
18 left in the -- out of your construction loan, or
19 what is that 22,500 figure --

20 A. That's how --

21 Q. -- coming from?

22 A. -- much I had put up-front money.

23 Q. Okay. Well, if you had already put
24 it up, then what additional money are we talking
25 about?

430

1 A. Well, that money was supposed to come
2 back to me.

3 Q. All right. Then am I correct in
4 understanding that what you were trying to convey
5 is that you would have paid an additional \$22,500
6 over the April 30, 2010, contract price if you
7 could get it completed by August 24th?

8 A. I would have to say that's fairly
9 accurate, in that I was being told that if I
10 didn't, the house wouldn't be completed, so I had
11 to make some concessions, and that was one that I
12 was willing to make to meet that deadline.

13 Q. And I understand that what you wanted
14 out of it was a August 24, 2011, deadline,
15 correct? That was important to you; is that
16 accurate?

17 A. Yes, that was important.

18 Q. And in exchange for that, you were
19 willing to pay an additional \$22,500?

20 A. I was willing to pay the 22,500 that
21 I'd already paid. Not an additional \$22,500.

22 Q. But that would have been money over
23 and above the 22,000 -- I'm sorry -- 225,000
24 contract price, though; is that correct?

25 A. That would have been monies above

1 that amount, that's right.

2 Q. All right. Are you aware there
3 were -- let me ask it this way. You understand
4 that, or do you understand, that one of the claims
5 that Mr. Terlizzi's company has is that there were
6 change orders and extras added and that that
7 increased the cost of the house? Do you
8 understand that that claim is being made?

9 A. Yes, I understand that claim is being
10 made.

11 Q. Do you concede that there were change
12 orders and extras or do you disagree with that?

13 A. I concede there were some, yes.

14 Q. Tell me which ones you concede were
15 over and above what was contemplated by the
16 original agreement.

17 A. There was some additional cost for
18 air conditioner -- air conditioning vents that was
19 put into the basement so that that could not have
20 to be done when the room was completed in the
21 future.

22 Q. All right.

23 A. There was a concession to pay 6- or
24 \$700 for a heated floor in the upstairs bathroom,
25 which was never done, so that was not applicable.

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1 labeled change order --

2 A. Okay.

3 Q. -- and it's dated July 19, 2011, and

4 I think it's with regard to flooring selection.

5 Have you seen that document before?

6 A. Yes, I think I have seen that.

7 Q. Who did you -- you didn't prepare it,
8 did you?

9 A. No.

10 Q. Who gave it to you?

11 A. I think I got a copy of it from
12 Keith Myers.

13 Q. All right. Is it your understanding
14 that Keith was given the document by Mr. Terlizzi?

15 A. Yes.

16 MR. COOK: All right. And I'm going
17 to mark that as No. 9.

18 (PLF. EXH. 9, Change Order Dated July
19 19, 2011, was marked for identification.)

20 BY MR. COOK:

21 Q. Do you see about middle of the way
22 down it says, Customer wants to change flooring
23 to, and then there is "A" and it talks about
24 laminate flooring in certain areas and then "B"
25 where it talks about ceramic tile floor in certain

MICHAEL BOHELER 12-6-12

1 areas? Do you see that?

2 A. Yes.

3 Q. All right. Is there laminate
4 flooring in your house in those areas described?

5 A. Yes.

6 Q. All right. Look at "B" where it says
7 about ceramic floor tile. Is there ceramic floor
8 tile in those areas described on that document,
9 No. 9?

10 A. Yes.

11 Q. All right. Were those over -- were
12 those part of what was initially contemplated by
13 the parties when they agreed to the contract on
14 April 30, 2010?

15 A. No.

16 Q. Was that a change order, or an
17 extra? However you want to style it.

18 MR. KRAWCZYK: Object to the form.

19 THE WITNESS: It was a change order
20 in that the fact that what I had requested was
21 told to me that I could no longer put into the
22 house, and that I had requested something else and
23 I was told that what I was requesting was too
24 expensive and could not be done; although, since
25 then, I've been told that what I requested could

434

1 have been put in for the price of what these
2 change orders are for.

3 BY MR. COOK:

4 Q. When that was discussed, did you
5 understand that it would increase the cost of
6 construction?

7 A. I would have to say I assume that
8 from looking at the document, yes.

9 Q. Okay. It indicates down there that
10 there was a price change, which was an increase,
11 of \$7,294.26. Do you see that?

12 A. Yes.

13 Q. Do you have any reason to believe
14 that that is not an accurate statement of what the
15 increased cost was?

16 A. No.

17 Q. Do you feel like you should have to
18 pay for that increased cost?

19 A. Yes.

20 Q. All right. So do I understand that
21 that would be over and above the original contract
22 amount? Is that correct?

23 A. Yes.

24 Q. And it's not signed, is it?

25 A. No.

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MICHAEL BOHELER 12-6-12

1 Q. But do you still feel like you're
2 obligated to pay it?

3 A. I feel like that I was put in that
4 position, that I had to accept this versus what I
5 wanted, and in that case, the answer to that would
6 be yes; although, I think what I requested could
7 would been put in for the same amount.

8 Q. But you did acquiesce in having
9 this --

10 A. Yes.

11 Q. -- particular floor. You didn't stop
12 construction, did you?

13 A. I acquiesced. I agree.

14 Q. And you knew about it before
15 happened.

16 A. Yes.

17 Q. Okay. And you acknowledge that it
18 would increase that price.

19 A. Yes.

20 Q. Okay. All right. Why was -- were
21 you asked to sign the --

22 A. No.

23 Q. Okay.

24 A. I was just handed it.

25 Q. All right. Now, if you look back on

436

MICHAEL BOHELER 12-6-12

1 A. I have no reason not to believe that.

2 Q. Okay. And you would agree that that
3 \$190,875 is substantially less than the \$225,000
4 contract price, wouldn't you?

5 MR. KRAWCZYK: Object to the form.

6 THE WITNESS: I would agree there is
7 a difference in those two amounts.

8 BY MR. COOK:

9 Q. It's actually \$34,125. Okay.

10 Now I want you to go back and look at
11 the first page, if you would.

12 A. Okay.

13 Q. And you said you've seen this
14 document before.

15 A. Yes.

16 Q. It lists about, I don't know, about
17 ten different things that are styled Boheler
18 Changes and Extras. Is there anything on that
19 first page of Exhibit No. 10 that has not been
20 done at your house?

21 MR. KRAWCZYK: Object to the form.

22 MR. COOK: Okay.

23 THE WITNESS: I would say these items
24 have been done.

25 BY MR. COOK:

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1 Q. Okay. Who dismissed Willie Terlizzi
2 for breach of contract?

3 A. I did.

4 Q. What did you say, to the best of your
5 recollection?

6 A. Well, after some heated exchange
7 between Keith and Willie, Willie asked -- said
8 that I'll -- Keith said that if -- Keith told
9 Willie that if he didn't accept certain criteria,
10 and I don't remember what that criteria was, then
11 he would be dismissed, and Willie said that he
12 could not dismiss him and I -- he said the only
13 person that could dismiss him was me, and I told
14 him that because of breach of contract, I was
15 dismissing him.

16 Q. Now, I want you to pay real close
17 attention to what I'm about to tell you. Okay?

18 A. Uh-huh.

19 Q. I don't want to know anything that
20 you've told your attorney or that your attorney
21 has told you. Okay?

22 A. Uh-huh.

23 Q. I need you to say yes or no. Are you
24 following that?

25 A. Yes. Yes.

MICHAEL BOHELER 12-6-12

1 on the handicap ramp and that he wasn't putting up
2 with this shit anymore and he was done.

3 BY MR. COOK:

4 Q. Okay. And this is all being relayed
5 to you by your daughter; is that correct?

6 A. Who is standing in the yard next door
7 listening to this, yes.

8 Q. Okay. Did she call you while it was
9 going on or afterwards?

10 A. While it was going on.

11 Q. All right. What did you do upon
12 receipt of that phone call?

13 A. I called Keith and asked him if he
14 knew anything about Willie leaving the job, and he
15 said he didn't know but that we would get in touch
16 with him and let me know, and seven days later we
17 had not received a call back from Willie.

18 Q. Willie never told you he was walking
19 off the job, did he?

20 A. No.

21 Q. Okay.

22 A. Told me specifically? No.

23 Q. Okay. Who did he tell?

24 A. He told John.

25 Q. All right. Based upon what your

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MICHAEL BOHELER 12-6-12

1 Q. Okay. Assuming that last column is
2 August 17, 2011, what does it show as the
3 completion percentage of the house?

4 A. 90.5 percent.

5 Q. Okay. On August 17, 2011, was the
6 house 90.5 percent completed?

7 A. According to this report, yes.

8 Q. Did you disagree with that?

9 A. No.

10 Q. Okay. Was work done on the house
11 after August 17, 2011, up to August 23, 2011?

12 A. Yes.

13 Q. How much more complete do you think
14 the house was during that six-day period?

15 MR. KRAWCZYK: Object to the form.

16 THE WITNESS: I would have to say
17 some. I mean, I have no idea whether -- I mean, I
18 don't know if another 5 percent was completed. I
19 mean. I don't know. I can't say.

20 BY MR. COOK:

21 Q. Well, let me ask it a different way.
22 Do you believe that the house was more -- that
23 some additional completion was done to the house
24 after August 17th?

25 A. Yes.

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MICHAEL BOHELER 12-6-12

1 Q. Well, that's up to you.

2 A. No.

3 Q. You need to make that decision on
4 your own. I mean, there's consequences to
5 everything, you know?

6 A. No.

7 Q. But Mr. Terlizzi had not been on the
8 job September, October, November, December, 2011,
9 and whatever months up in 2010 until this
10 happened; you would agree with that, right?

11 A. That's right.

12 Q. He didn't have any ability to take
13 care of any of those things, did he?

14 MR. KRAWCZYK: Object to the form.

15 THE WITNESS: No.

16 BY MR. COOK:

17 Q. All right. Did you ever ask
18 Mr. Terlizzi whether he would come back and take
19 care of some of the issues that were labeled or
20 identified in Exhibit No. 12?

21 A. No.

22 Q. All right. Do you know whether he
23 might have done those at no cost to you?

24 A. I have no idea.

25 Q. Okay. Do you believe that

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Regarding your request of a written document, required by you, for the completion of our house including all items you and Keith Myers discussed pursuant to our contract. We will agree to pay you the additional monies requested in order to be able to complete the building of our house. The house however, must be completed in time for us to meet our closing date of 08/24/11 or before. Final draw/payment will be made at the closing.

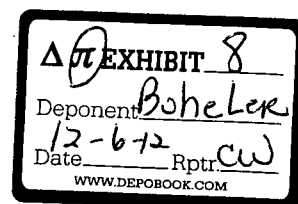
Michael L. Boheler

7/22/11

#18

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EXHIBIT ^A_B



STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS

2011-LN-36-634

Terlizzi Home Improvement, LLC,)
)
Plaintiff,)
)
vs.)
)
Michael L. Boheler, Jeannette A. Boheler,)
and The Palmetto Bank as assignee of)
Midlands Mortgage Corp.,)
)
Defendants.)

AMENDED
AFFIDAVIT IN SUPPORT
OF MECHANIC'S LIEN

FILED
NEWBERRY COUNTY
2011 SEP 16 A 10:41
JACKIE S. JONES
CLERK

PERSONALLY appeared before me, William Terlizzi, who being sworn, deposes and says that he is the owner of Terlizzi Home Improvement, LLC, a limited liability company existing under the laws of the State of South Carolina, and that he makes this Affidavit of his personal knowledge of the matters set forth herein and that the amount listed below is a just and true account of the monies owed for labor, materials and supplies furnished to or on behalf of the Defendants Michael L. Boheler and Jeannette A. Boheler. At the special direction, knowledge, consent, authorization and/or request of those Defendants, the Plaintiff furnished labor, materials and/or supplies which were actually used in the improvement of the real estate described more fully in the Notice of Mechanic's Lien, filed this same date, said property being shown as TMS# 691-42 located in Newberry County, South Carolina, and bearing an address of 365 Blackberry Lane, Pomaria, South Carolina. These materials, labor and/or supplies furnished consisted of items used in erecting/repairing/improving the dwelling and all appurtenances needed therefore on the land of the Boheler Defendants as hereinabove described and further described with the Notice of Mechanic's Lien. That Plaintiff last furnished and supplied materials and/or labor to that property, and which materials and supplies were used as improvements on that property, on August 25, 2011, and the Plaintiff has been prevented from returning to the property by the Boheler Defendants. That in compliance with the requirements of S.C. Code Section 29-5-15 the clerk of court or register of deeds is advised that the Plaintiff holds an active home builders contractor license bearing license number 48261 with an expiration date of June 30, 2012.

DEPONENT FURTHER STATES that the Statement of Account for unpaid labor, materials and supplies used for the benefit of the Boheler Defendants as described above, is as follows:

ORIGINAL CONTRACT AMOUNT	\$225,000.00
EXTRA COST DUE TO CHANGED PLANS	\$27,570.00
EXTRAS AND ADD-ONS REQUESTED BY OWNERS	\$44,306.13
(LESS PAYMENTS BY OWNERS)	\$190,875.00
BALANCE DUE	\$106,001.13

Deponent further states that no sums have been paid on that account since August 22, 2011, and there now remains due and owing the sum of **ONE HUNDRED AND SIX THOUSAND AND ONE AND 13/100 (\$106,001.13) DOLLARS**, no part of which has been paid by discount or otherwise, which sum is now past due and to which your deponent is entitled to prejudgment interest at the rate allowed by law since the date of last payment, or the contract rate if higher, plus the costs of this action, to include attorneys fees and costs as provided by statute.

ATTEST: TERLIZZI HOME IMPROVEMENT, LLC

By: _____

WILLIAM TERLIZZI,
OWNER AND AUTHORIZED AGENT

SWORN to before me this
the 15th day of September, 2011

Esperanza Mims (LS)
Notary Public for South Carolina
My commission expires: 09-23-2015

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF NEWBERRY	)	
Terlizzi Home Improvement, LLC,	)	CIVIL ACTION NO. 2011-LN-36-634
	)	
Plaintiff,	)	
	)	AFFIDAVIT OF JOHN HARDING
vs.	)	
	)	
Michael L. Boheler, Jeannette A. Boheler,	)	
and The Palmetto Bank as Assignee of	)	
Midlands Mortgage Corp.,	)	
	)	
Defendants.	)	
	)	

PERSONALLY APPEARED BEFORE ME, John Harding, who, being duly sworn,
deposes and states the following:

1. I have personal knowledge of the facts and matters stated therein, and all are true to my own personal knowledge except as to the matters described as having been stated upon information and belief, and as to those matters, I believe them to be true.
2. I am over the age of 18 and a licensed specialty contractor in the State of South Carolina license number 19879.
3. I was the agent for Terlizzi Home Improvement LLC ("THI") involved in all phases of construction of the Home at 365 Blackberry Lane, Pomaria, South Carolina (the "Home") which is the subject of the Lien. I continue to perform work to complete the construction.
4. Upon information and belief THI is a South Carolina Limited Liability Company which is owned by William Terlizzi ("Terlizzi").
5. Pursuant to my agreement with THI, I solicited the Bohelers for the job of constructing the Home.

6. Pursuant to my agreement with THI and with the consent of Mr. Terlizzi, I held myself out as the authorized agent of THI. In fact, at one point after construction started, I introduced Terlizzi to the Bohelers as "my partner" and Mr. Terlizzi did not object.

7. While soliciting the construction job, I worked with the Bohelers in developing construction plans and specifications, worked out a fixed price and presented them the Contractor Agreement of April 30, 2010 (Agreement) to which Terlizzi had already affixed his signature. During all of this time, I was the only contact that the Bohelers had with THI.

8. During the pre-construction phase, Mr. Terlizzi was aware that I was acting as an agent of THI and gave me the executed fixed price Agreement of \$225,000 to present to the Bohelers.

9. It was understood by THI, the Bohelers and myself that the bank would not allow any draws from the construction loan to begin until the foundation was dug and poured. Therefore, to get started, the Bohelers had to pay personal funds to pay for construction to commence. The deposit required under the Agreement was \$22,500.

10. Before money was available from the bank, the Bohelers paid to me as agent for THI a sum total of \$31,283.00 in checks which were funds paid for the construction of the Home.

11. Before money was available from the bank, the Bohelers paid an additional \$1,639.00 on THI's behalf for builders insurance, permit charges and water and electricity. These items were to have been included in the \$225,000 fixed contract price.

12. As a result, the Bohelers had paid approximately \$32,500 as a down payment and I returned \$10,000 to the Bohelers once THI was able to make its first draw from the bank.

13. I have read the Notice and Certificate of Mechanic's Lien and the Statement of Account and Affidavit in Support of Mechanic's Lien (collectively referred to as the "Lien") filed by Mr. Terlizzi.

14. The Lien amount is incorrect in that it fails to give credit for the personal money paid by the Bohelers for the construction of the Home.

15. Prior to the filing of the Lien, Mr. Terlizzi knew a.) that those moneys were paid to me as the agent of THI to begin construction of the Home, and Terlizzi had acquiesced to that arrangement; b.) that those payments were made pursuant to the Contractor Agreement; and c.) that those funds were used for the construction of the Home and should have been credited to the Bohelers.

16. As the agent of THI, I had the authority to make changes to the construction of the Home as I felt necessary to fulfill the intent of the Contractor Agreement, plans and specifications as well as what I as an agent of THI knew to be included in the \$225,000 fixed price agreement.

17. I understood that any change orders or extras above and beyond the fixed price in the Agreement were to be in writing signed by the Bohelers and either myself or another agent of THI.

18. I have been involved in the construction of the Home as THI's agent from the beginning and there have been no change orders signed for any extras or add-ons.

19. There have been no extras or add-ons requested by the Bohelers. Much of what Terlizzi lists as "Extras and Add-Ons" in the Lien did not result in any additional costs to THI as they were performed by me or my crew at no charge.

20. Any changes made to the construction of the Home were done at my request to be completed within the \$225,000 fixed price agreement. To the extent that any extra costs were incurred for changes, it is not as a result of requests by the Bohelers and they are not responsible for any additional payments.

21. Mr. Terlizzi knew this to be my position before he filed the Lien.

22. The Lien amount is incorrect as it knowingly overestimates the amount of "extras or add-ons" that could be claimed by THI.

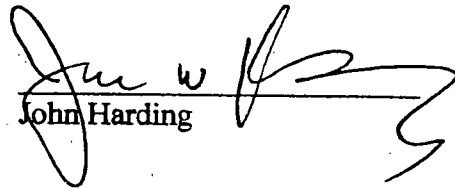
23. The Bohelers made no requests that required a change to the plans. Any changes to the plans were that required were per my review necessary in order to fulfill THI's obligations under the Agreement.

24. It is my opinion that there were no changes to the plans that resulted in any extra costs to THI that were not already anticipated in the Agreement.

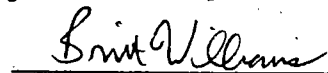
25. Prior to filing the Lien, Mr. Terlizzi knew that THI did not incur \$27,570.00 in costs due to any changes in plans.

26. As the contractor in charge of constructing the Home for THI, I believe that THI has intentionally sought more money in the Lien than they are due.

FURTHER AFFIANT SAYETH NOT.


John Harding

SWORN TO me this
23 day of September, 2011

 (seal)
Notary Public for South Carolina
My Commission Expires: March 10, 2020

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

2011-LN-36-634

Terlizzi Home Improvement, LLC,)

Lien-holder,)

vs.)

Michael L. Boheler, Jeannette A. Boheler,)
and The Palmetto Bank as assignee of)
Midlands Mortgage Corp.,)

Homeowners/Lender.)

**AFFIDAVIT OF WILLIAM
TERLIZZI**

JACKIE S. BOERS
CLERK OF COURT

2011 NOV -8 A 9:56

FILED
NEWBERRY COUNTY

Personally appeared before me, William Terlizzi, who being duly sworn, deposes and says as follows:

1. That he is William Terlizzi and that he is the owner of Terlizzi Home Improvement, LLC, a South Carolina limited liability company and that his company has filed a mechanic's lien against certain real property owned by Michael L. Boheler and Jeannette A. Boheler (Boheler) located in Newberry County, South Carolina.

2. That he submits this affidavit in opposition to the Bohelers' motion to dismiss the mechanic's lien of his company.

3. That the amount claimed on the mechanic's lien filed of record on September 6, 2011, was calculated based upon his good faith estimate of the total amount his company was due from the Bohelers after was credit given for payments made to his company. That amount was calculated at follows:

Original contract price:	\$225,000.00
Changes and extras requested by Bohelers:	\$44,306.13
Extra costs related to revised plans	\$27,570.00
Payments made by Bohelers:	\$190,875.00

TOTAL DUE: **\$106,001.13**

4. That the attached Exhibit A shows the cost of certain additions and changes from the original plans by the Bohelers totaling \$44,306.13, which the Bohelers requested and they understood that the costs associated with these changes was not be covered by the original contract amount and would be extra.

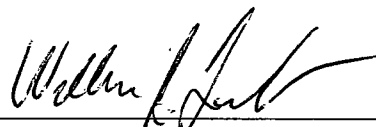
5. That the attached Exhibit B shows the cost of certain changes made necessary as a result of the revised house plans for the Bohelers' residence by David Peek in August 2010 and revised

again in September 2010 after the original contract was executed, which changes totaled \$27,570.00, and that these revised plans provided for, among other things, the construction of a much larger basement that was not part of the original plans. That the Bohelers specifically requested these revisions be incorporated in the construction of their home and understood that the costs associated with these changes would be in addition to the original contract amount. That the original set of plans was drawn by David Peek in April of 2010 and the original bid and contract price was based upon that set of original plans.

6. That the attached Exhibit C is a statement showing all payments received by Terlizzi Home Improvements, LLC, from the Bohelers with a total paid of \$190,875.00. No other payments have been received from the Bohelers and he is not aware of any payments made to John Harding on anyone else on behalf of Terlizzi Home Improvement, LLC, and he at no point authorized John Harding to accept payments of behalf of Terlizzi Home Improvement, LLC, or instructed the Bohelers to make payments to John Harding on the company's behalf. That he has asked the Bohelers to provide him with proof of the claimed payments made to his company in excess of the \$190,875.00 reflected by his deposit records, but the Bohelers have not provided any documentation as requested.

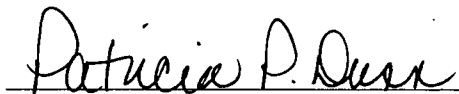
7. That the attached Exhibit D is a signed statement by Michael Boheler dated July 22, 2011, in which he agrees to pay the additional costs associated with the change orders and revised plans over and above the original contract price.

8. That at the time his company was fired by the Bohelers from the job in late August of this year, the construction the home for the Bohelers was substantially complete. His company was fired from that job when he refused the wrongful demand by the Bohelers that he immediately agree to submit his claim for the remaining monies due to arbitration, rather than be paid per the terms of the parties' agreement.



WILLIAM TERLIZZI

SWORN to before me this
the 7th day of November, 2011.

 (LS)
Notary Public for South Carolina
My commission expires: 1/5/14

Boheler Changes and Extras:

FILED
NEWBERRY COUNTY

2011 NOV -8 A 9:56

JACKIE S. BOWERS
CLERK OF COURT

Per Mike Boheler

Per Mike Boheler

\$ 968.35	Change exterior doors from metal to fiberglass
\$ 265.00	Change dinette window by stairs to garden window
\$ 14,126.00	Change exterior to stone veneer. Add stone on front porch walls and stone stairs
\$ 3,650.00	Upgrade heat pump units from 13 seer to 14 seer. Change 1st floor unit from 3 ton to 4 ton with stub outs in basement for future use
\$ 4,804.52	Change floor joists to 16" truss system to accommodate HVAC system in floor instead of ceiling of 2nd floor
\$ 1,650.00	Change location of 2nd floor air handler from attic to pantry then relocate from pantry to closet built in 1st floor bedroom for air handler
~~\$ 895.00~~	~~Remove coat closet in foyer and enlarge opening from foyer to kitchen (Sheetrock installed, load bearing)~~
\$ 1,100.00	Add pass thru from kitchen to great room. (framing complete load bearing wall)
\$ 1,500.00	Increase number of kitchen cabinets
\$ 775.00	Exterior was to be painted hardi-plank siding, Hardi fascia, soffit and trim. Changed to metal and vinyl fascia, soffit and trim
\$ 2,873.00	Rock in foundation excavation
\$ 7,294.26	Upgrade on flooring and tile
\$ (250.00)	Plumbing allowance \$ 2,870.00
\$ 550.00	Add shower valve in master shower
\$ 395.00	Pantry door upgrade, change size to 3/0 x 6/8 and special glass
\$ 2,150.00	Change roof design and deck to add screen porch off balcony
\$ 785.00	Add wall between kitchen and laundry room
\$ 410.00	Add linen closet in master bathroom
\$ 365.00	Install 30 amp electrical circuit for safety tub
\$ 44,306.13	

451

EXHIBIT A

Boheler Changes and Extras:

*From original plans
of April 2010*

FILED
NEWBERRY COUNTY

2011 NOV -8 A 9:51

JACKIE S. BOWERS
CLERK OF COURT

\$ 1,800.00	Change 1st floor bathroom from approx. 5' x 9' to 5' x 15'-8". Add walk-in closet area space to bathroom. Add linen closet and window
\$ 1,635.00	Add closet in 1st floor bedroom with bi-fold doors. Change triple window to 2 single windows. (Triple window already purchased and installed)
\$ (250.00)	Delete triple window in DR and add 2 closets
\$ 650.00	Delete 2 columns at DR entrance and frame for double pocket door. Install LVL beam to support load
\$ 2,250.00	Delete window at end off hall on 1st floor. reconfigure stairs and add exterior door, increase deck size to extend to both exterior doors
\$ 315.00	Increase deck off master bedroom to match deck below

Basement

\$ 16,210.00	Increase size of basement from 432 SF to 1344 SF. Frame walls and rough-in bathroom plumbing for future use
\$ 2,160.00	Delete storage area under stairway. Build stairway to basement
\$ 2,800.00	Install exterior door and stairs from basement to outside grade
\$ 27,570.00	

452
EXHIBIT B

9:56 AM
09/06/11
Cash Basis

Terlizzi Home Improvement, LLC
Transaction Detail By Account
All Transactions

Type	Date	Num	Name	Paid Amount	Balance
4100 - Income					
4110 - Construction Income					
2200 - Customer Payment					
Invoice	9/25/2010	11678	Boheler	31,500.00	31,500.00
Invoice	11/3/2010	11686	Boheler	6,750.00	38,250.00
Invoice	11/19/2010	11688	Boheler	20,250.00	58,500.00
Invoice	12/10/2010	11691	Boheler	21,375.00	79,875.00
Invoice	1/7/2011	11693	Boheler	16,875.00	96,750.00
Invoice	2/4/2011	11697	Boheler	23,625.00	120,375.00
Invoice	3/11/2011	11703	Boheler	10,125.00	130,500.00
Invoice	5/31/2011	11714	Boheler	10,125.00	140,625.00
Invoice	6/17/2011	11721	Boheler	11,250.00	151,875.00
Invoice	7/22/2011	11722	Boheler	18,000.00	169,875.00
Invoice	8/22/2011	11723	Boheler	21,000.00	190,875.00
Total 2200 - Customer Payment				190,875.00	190,875.00
Total 4110 - Construction Income				190,875.00	190,875.00
Total 4100 - Income				190,875.00	190,875.00
TOTAL				190,875.00	190,875.00

EXHIBIT C

453

FILED
HENRY COUNTY
2011 NOV - 8 A 9:57
JACKIE S. BOWERS
CLERK OF COURT

Regarding your request of a written document, required by you, for the completion of our house including all items you and Keith Myers discussed pursuant to our contract. We will agree to pay you the additional monies requested in order to be able to complete the building of our house. The house however, must be completed in time for us to meet our closing date of 08/24/11 or before. Final draw/payment will be made at the closing.

Michael L. Bohle

7/22/11

FILED
HENRICK COUNTY
2011 NOV - 8 A 9:51
JACKIE S. BOWERS
CLERK OF COURT

454

EXHIBIT D

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS

C.A. NO.: 2012-CP-36-00090

Terlizzi Home Improvement, LLC,)
PLAINTIFF,)

vs.)

Michael L. Boheler and Jeanette)
A. Boheler,)
DEFENDANTS,)

vs.)

William Terlizzi,)
THIRD-PARTY DEFENDANT.)

AFFIDAVIT OF JOHN HARDING

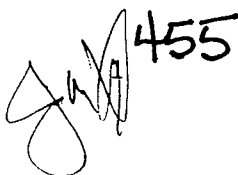
JACKIE S. BOWERS
CLERK OF COURT

2014 MAR 7 AM 11 33

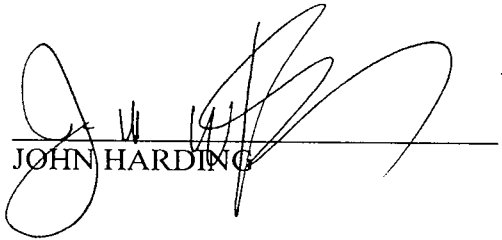
FILED
NEWBERRY COUNTY

The undersigned, John Harding, being duly sworn, deposes and says as follows:

1. That I am John Harding and I am familiar with the new residential construction at issue in the case captioned above, which is located at 365 Blackberry Lane, Pomaria, South Carolina, because I worked on that new residential construction from the laying of the foundation up through the receipt of the certificate of occupancy.
2. That there were changes in the construction plans after the original \$225,000 contract was signed between the Bohelers and Terlizzi Home Improvement, LLC (Terlizzi).
3. That those changes included adding a third bedroom in order to have the bank appraisal meet the required appraisal number, and also changes to open up various doorways, shift certain windows, add certain doors and lay a bigger concrete floor in the basement than originally planned.
4. That Keith Meyers was hired by the Bohelers to supervise or consult in getting the house finished, but Mr. Meyers never brought in the additional workers/subcontractors that he promised.

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5. That after Mr. Meyers got involved the Bohelers agreed to a new contract with Terlizzi.
6. The job was progressing up until the point that Mr. Meyers advised the Bohelers to give a "short" draw to Terlizzi for less than was due at that time, leading Terlizzi to stop work until the matter was resolved. I was present when the parties met at the McDonalds in Ballentine to resolve these issues at which time Meyers fired Terlizzi, which firing was backed up by Mr. Boheler who was also present.
7. Based upon my knowledge of the draws made to Terlizzi and the work that was complete when Terlizzi last worked on the house, I believe that Terlizzi is due additional money from the Bohelers, but I don't believe that it is as much as was claimed by Terlizzi in the original mechanic's lien.
8. That at no time did I ever see either John or Mark Sturgess doing any work on the house. I don't even know who they are.
9. Further the affiant sayeth not.


JOHN HARDING

SWORN TO BEFORE ME THIS

6th day of March, 2014

 (L.S.)
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 6-11-2013

STATE OF SOUTH CAROLINA)
)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS
C.A. NO.: 2012-CP-36-00090

Terlizzi Home Improvement, LLC,)
PLAINTIFF,)

vs.)

Michael L. Boheler and Jeanette)
A. Boheler,)
DEFENDANTS,)

vs.)

William Terlizzi,)
THIRD-PARTY DEFENDANT.)

SUPPLEMENTAL AFFIDAVIT OF WILLIAM
TERLIZZI

FILED
NEWBERRY COUNTY
2014 MAR 10 AM 9 59
JACKIE S. BOWERS
CLERK OF COURT

The undersigned, William Terlizzi, being duly sworn, deposes and says as follows:

1. That he is William Terlizzi and he is the owner of Terlizzi Home Improvement, LLC (THI).
2. That the April 30, 2010 contract between the Bohelers and my company was executed at that time for the purpose of allowing the Bohelers to obtain a tax credit by the deadline date for such tax credits. The contract amount of \$225,000 was based upon a set of plans that was different from the plans actually used in the construction of the Bohelers' residence. The plans actually used in the construction of the house increased the construction cost over what was anticipated in the original \$225,000 contract.
3. That the role of my company was initially to be the identified general contractor for the work in order to satisfy the requirement of the Bohelers' bank that there be a licensed contractor on the job, but with the express understanding that John Harding (who is not licensed) would control and supervise the actual construction of the home. John Harding was not working as an agent or employee of my company in connection with the Boheler job.
4. In addition to being the identified general contractor for the job, my company was also responsible for handling the payments for materials and labor on the job, as well as receiving and disbursing the construction draws paid by the Bohelers' bank.

457

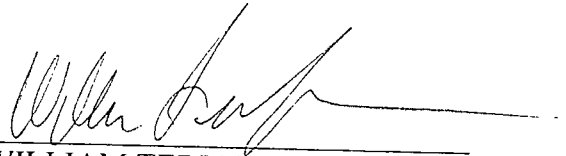
Additionally, it was anticipated that I would perform some electrical and other work on the job, but not otherwise be involved in the construction.

5. John Harding was never authorized to accept payments on behalf my company for the Boheler job, and he was not authorized to agree to changes that increased cost of the work over that anticipated in drafting the April 2010 contract. At no time did my company waive the requirement that all payments under our agreement be made to my company only.
6. In approximately May of 2011 the Bohelers contacted me because they were not satisfied with the performance of John Harding and requested that my company become actively involved in supervising the construction of the residence and I agreed to do that.
7. That that same time (May of 2011) I had discussions with the Bohelers about work that had been already been done beyond the original plans and specifications and also discussed with the Bohelers other work beyond the original plans and specifications that they wanted done for their residence. I advised them that their house could not be completed as they desired within the original contract amount of \$225,000 despite what John Harding may have told them otherwise. The extra work I am referring to are those things listed on Exhibit 5 to my deposition.
8. The Bohelers still wanted me to take over active control of the job after being informed by me that the house could not be completed by my company as they wanted for the original \$225,000 contract price. In other words, the Bohelers knew at that time that the actual cost of the house would be more than \$225,000 because I told them so.
9. The document signed by Michael Boheler on July 22, 2011 (Exhibit 18) restated what I had already been told by the Bohelers when my company took over actual control of the job, which was that they understood that the house would cost more than \$225,000 and that they would be responsible for paying for the additional cost associated with the changes and extras they requested. The Bohelers had already been provided with the listing of those changes/extras and estimated costs for them by me when Michael Boheler signed that document on July 22, 2011.
10. That three or four of lien waivers that were made attachments to my deposition (Exhibits 11-17) were all signed at one time at the request of the bank and were not signed on the dates stated on the lien waivers. I only signed those lien waivers because I would not

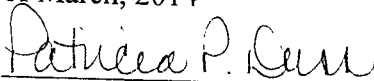
have been paid the draw I was then due if I had not signed them and I had suppliers to pay for materials used on that job. It was not my understanding or intention to not be able to assert a mechanic's lien against the Bohelers if my company was not paid in full for the work done on their residence.

11. The document attached to my deposition as Exhibit 10 represents my company's actual net loss on the Boheler job, which was calculated by adding up all the actual costs and expenses for that job, including labor and materials paid by my company on that job, and then deducting the payments made to my company by the Bohelers. That is the amount I am now claiming for my mechanic's lien.

12. Further the affiant sayeth not.


WILLIAM TERLIZZI

Sworn to before me, this 16th day
of March, 2014

 (L.S.)

Notary Public South Carolina

My Commission Expires: 11/8/23

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF NEWBERRY	)	
Terlizzi Home Improvement, LLC,	)	CIVIL ACTION NO. 2012-CP-36-00090
	)	
Plaintiff,	)	
vs.	)	AMENDED AFFIDAVIT OF ATTORNEY'S
	)	FEEES FOR MICHAEL L. BOHELER AND
Michael L. Boheler, Jeannette A. Boheler, and	)	JEANNETTE A. BOHELER
The Palmetto Bank as Assignee of Midlands	)	
Mortgage Corp.,	)	
vs.	)	
	)	
William Terlizzi	)	
	)	
Defendants.	)	
	)	

Personally appeared before me, Charles A. Krawczyk, Attorney-at-Law, who being duly sworn,
deposes and says the following:

1. I am one of the attorneys for the Defendants/Third Party Plaintiffs Michael and Jeannette Boheler above-named.
2. I was admitted to the South Carolina Bar in 2000 and, I have been engaged in private practice since 1992.
3. I actively practice in the area of construction law and have done so since 1996.
4. I am a member of the South Carolina Bar Section of Construction Law, and I have participated in seminars sponsored by the South Carolina Trial Lawyers Association and the South Carolina Bar related to construction law.
5. I have represented the Defendants/Third Party Plaintiffs above-named in the proceedings which have been pending before the Court, and that this Amended Affidavit is filed in support of Defendants/Third Party Plaintiffs' claim for attorney's fees relating to the defense of the mechanic's lien filed on September 6, 2011.

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6. I incorporate herein Rule 407, South Carolina Appellate Court Rules (and especially Rule 1.5 thereof), concerning the setting of attorney's fees. I further call to the attention of the Court the statutory **requirement** to award attorney's fees in the matter, South Carolina Code Ann. § 29-5-10, and § 29-5-20(a) the factors to determine reasonable attorney's fees set out in *Spriggs Group, P.C. V. Slivka*, 402 S.C. 42, 738 S.E.2d 295 (Ct. App. 2013), which are as follows:

- a) the nature, extent, and difficulty of the case;
- b) the time necessarily devoted to the case;
- c) the professional standing of counsel;
- d) the contingency of compensations;
- e) the beneficial results accomplished; and
- f) the fee customarily charged in the locality for similar services.

7. I rely upon the discretion of this Court in the determination of the amount of fees based upon, among other things, the Court's file herein and the Court's knowledge of the litigation between the parties, which reflect the difficulty of the services rendered, the time necessarily expended, the results accomplished, and the other factors which are set forth in the Rules of Professional Conduct and the case law decisions of this State.

8. This action involves a lien in which the contractor willfully and knowingly claimed more than is due at a time when the owner was most vulnerable and subject to losing their home and their land unless they could bond off the lien and complete the home.

9. In addition to defending the allegations under the Complaint for the last two years, the action required substantial pre-litigation negotiations, communications and assessments as well a pre-suit filing under S.C. Code Ann. 29-5-100 to fight the validity of the lien.

10. The nature and size of the lien and the amount necessary to bond off the lien required that I be engaged in an attempt to assist the Boheler's in discussing loans, letters of credit and other methods of bonding off the lien.

11. The nature of Terlizzi's claims and the necessity to invest their entire life savings plus additional funds to bond off the lien made the lien cause of action paramount to the Boehlers, and so a majority of the time undertaken by counsel in this action was associated with attempting to defeat the lien

foreclosure cause of action. Further, without the need to defeat the lien, the defense of the contract causes of action would have been simple and quick.

12. I am informed and believe that during the preparation of this case, the time expended, as set forth more fully hereinafter, was necessary to protect the client's interest and to make as concise and clear a presentation to the Court of the issues as possible. Further, in order to assist the Boheler's in their case counsel "no charged" a substantial amount of work that was necessary for the defense of the action which counsel is not seeking in this affidavit.

13. I am informed and believe that the amount set forth in this affidavit does not represent the entire amount of legal fees and expenses expended by the Bohelers, only that portion which was the result of the improperly filed mechanic's lien filed by Mr. Terlizzi.

14. On April 23, 2014 I submitted a Fee Affidavit for the approval of the Court.

15. On May 8, 2014 a hearing was held in which I was cross examined on my original Fee Affidavit and was subsequently requested by the Court to revise my affidavit to remove the addition of three time entries dated March 12, 2014 each in the amount of \$825.00 which I had indicated might have been overlooked in my original affidavit. Further the Court requested documentation of how the fee affidavit was calculated both of which I have addressed in this Amended Affidavit.

16. In total, in accordance with time and expense records, which are maintained on a daily basis and attached hereto, state to the Court that the following time was necessarily expended by me in the preparation for this cause through April 22 2014; 139.00 hours in attorney hours at \$275.00 per hour; 49.20 hours in associate attorney hours at \$125.00/150.00 per hour; 15.0 hours in paralegal hours at \$100.00 per hour; 56.7 hours in clerks hours at \$125.00 per hour for a total of \$ 41,680.00, and costs of \$ 4,546.77, for a total of \$46,226.77 were expended for this action.

17. Of the above amount, \$31,611.75 was expended in fees and \$3,437.36 in costs for the defense of the mechanic's lien for a total of \$35,049.11 requested by the Bohelers. The fee percentages are broken down as listed in the attachment. The costs were broken down by the overall percentage of actual fees to the fees related to the lien which was 75.6 percent. The remaining fees were for the

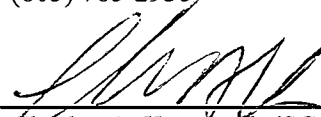
purpose of defending other causes of action, pursuing counterclaims and third party claims and are not included in the Boheler's request for fees and costs.

18. The foregoing time has been computed as of April 22, 2014, which includes the estimated time of 3.00 hours for the preparation of the Order and Attorney Fee Affidavit.

19. That based not only upon the time necessarily devoted to this cause, but also upon the other criteria which have been held to be relevant in setting of attorney's fees, I, the undersigned counsel, on behalf of my clients, request that this Court review the file herein, together with this Affidavit, and grant judgment in favor of my clients against the Plaintiff in a sum which may be determined by the Court to be reasonable as attorney's fees and that the Plaintiff be required to pay the same within a reasonable time as may be determined by the Court.

FINKEL LAW FIRM LLC
Post Office Box 1799
1201 Main Street, Suite 1800
Columbia, South Carolina 29202
(803) 765-2935

BY: _____


Charles A. Krawczyk (SC Bar. No.: 16832)
Attorneys for Defendants/Third Party Plaintiffs

SWORN to before me this

15 day of May, 2014.
NOTARY PUBLIC FOR SOUTH CAROLINA

My Commission Expires: 04/18/16

Leigh Allen

Finkel Law Firm LLC

Time And Expense Details

Report ID: OT2025 - 53760

Tuesday, April 22, 2014

Date [07/12/2011 - 04/22/2014]

Printed By CTAK

Page 1

Client	Client Reporting Name	Matter	Matter Reporting Name	Billing Timekeeper
68950	Boheler, Michael & Jonnette	43617	Boheler, Michael - Terlizzi	Krawczyk, Charles A.

Unbilled Time

Date	Timekeeper	Hours Worked	Hours To Bill	Rate	Amount	Task	Activity	Narrative
3/4/2014	CDH	2.80	2.80	125.00	\$350.00	✓		Finalize draft of Memo in Support of Motion for Partial Summary Judgment.
3/4/2014	CDH	0.50	0.50	125.00	\$62.50	✓		> Meeting with John Harding at his house to sign affidavit. 106 Boncaster Court, Irmo 29063. 803-553-8630.
3/4/2014	MMR	0.60	0.60	125.00	\$75.00	✓		Draft letter to clerk of court filing Affidavit of John Harding; draft Certificate of Service; draft email to Attorney Robert Cook serving Affidavit of John Harding.
4/1/2014	CDH	0.20	0.20	125.00	\$25.00	✓		Email to Judge Addy's law clerk regarding status of case.
4/2/2014	CDH	0.20	0.20	125.00	\$25.00	✓		Email with Judge Addy's secretary. Conference with Attorney Charles A. Krawczyk.
4/3/2014	CMC	0.20	0.20	125.00	\$25.00	✓		Update Pleadings; Update Pleadings Index.
4/21/2014	CAK	0.30	0.30	275.00	\$82.50	✓		Review Form 4 MSJ Lien Order; Call to client
4/21/2014	CDH	0.60	0.60	125.00	\$75.00	✓		Conference with Attorney Charles A. Krawczyk. Draft Order Dismissing Plaintiff's Mechanic's Lien. Conference with Julia Spencer.

Unbilled Time

Totals	5.40	5.40			\$720.00			
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Unbilled Expenses

Date	Amount	Exp Code	Narrative
4/16/2014	\$345.32	CR1	West Payment Center; Computer Research

Unbilled Expenses

Totals	\$345.32
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Billed Time

Date	Timekeeper	Hours Worked	Hours On Bill	Rate	Amount	Task	Activity	Narrative
7/13/2011	CAK	0.30	0.30	275.00	~~\$82.50~~			Call to Keith Meyers regarding builder issues and meeting
7/22/2011	CAK	0.50	0.50	275.00	~~\$137.50~~			Call from client and a call with Keith
8/23/2011	CAK	0.50	0.50	275.00	~~\$137.50~~			Call from Mike Boheler and discussion with Keith about issue for disclosures from the Bank and completion of the home
8/30/2011	CAK	0.50	0.50	275.00	~~\$137.50~~			Review e-mail from client regarding the bank drafts and removing the contractor; Call with client and Keith
8/30/2011	CAK	0.20	0.20	275.00	~~\$55.00~~			Review Construction contract and Draft letter of dismissal
8/31/2011	CAK	0.40	0.40	275.00	~~\$110.00~~			Review e-mails and Draft letter to Midland Mortgage
9/9/2011	CAK	2.00	2.00	275.00	\$550.00	✓		Review Mechanics Lien information; Call with client; Review client e-mails; Draft letter to Cook regarding Lien
9/13/2011	CAK	0.20	0.20	275.00	\$55.00	✓		Call from client; re Lien
9/14/2011	CAK	0.10	0.10	275.00	\$27.50	✓		review information on Extras from Terlizzi and explanations from client
9/14/2011	CAK	1.00	1.00	275.00	\$275.00	✓		Review e-mail from Robert Cook, Respond

✓ 1602.50 17

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Billed Time							
Date	Timekeeper	Hours Worked	Hours On Bill	Rate	Amount Task	Activity	Narrative
9/14/2011	PPR	0.20	0.20	125.00	\$25.00 ✓		Receipt and review of Notice of Mechanic's Lien and discuss with Attorney Charles A. Krawczyk
9/15/2011	CAK	0.30	0.30	275.00	\$82.50 ✓		Review e-mail from Terlizzi attorney; respond
9/20/2011	CAK	0.30	0.30	275.00	\$82.50 ✓		Call from client
9/20/2011	CAK	0.40	0.40	275.00	\$110.00 ✓		Call with client and John Harding
9/26/2011	CAK	5.00	3.00	275.00	\$825.00 ✓		Memo in support of Motion to Dismiss Lien
<u>Post Date</u>		<u>Status</u>		<u>Entry Date</u>	<u>Original Post Period</u>	<u>Original Post Year</u>	
10/19/2011		Current Period		09/26/2011	9	2011	
9/26/2011	PPR	0.20	0.20	125.00	\$25.00 ✓		Receipt and review of Affidavit of client and builder and discuss with Attorney Charles A. Krawczyk
9/27/2011	CAK	3.00	3.00	275.00	\$825.00 ✓		Complete Motion and send to Client; Makes changes and review with RBP
9/28/2011	CAK	0.80	0.80	275.00	\$220.00 ✓		Call to client; Review letters sent to THI and add them to memorandum
9/30/2011	PPR	0.20	0.20	125.00	\$25.00 ✓		Prepare Motions cover page in preparation for filing and coordinate Court fees
11/2/2011	CAK	0.40	0.40	275.00	\$110.00 ✓		Meet with client to get affidavit signed; review memo from Kennedy
11/4/2011	CDH	1.00	1.00	125.00	\$125.00 ✓		1 hour- Research Mr. Krawczyk of procedural issues regarding Mechanics lien claims.
11/4/2011	BMM	1.20	1.20	125.00	\$150.00 ✓		Research for Charles A. Krawczyk regarding cause of action to vacate the mechanics lien.
11/10/2011	CAK	5.00	5.00	275.00	\$1,375.00 ✓		Preparation for Hearing (2.0); Travel to/from Newberry and attendance at hearing to remove Mechanics Lien (3.1)
12/13/2011	CAK	0.20	0.20	275.00	\$55.00 ✓		Review amended Affidavit
12/19/2011	CAK	0.40	0.40	275.00	\$110.00 ✓		Call with client and wells fargo
12/28/2011	CAK	1.10	1.10	275.00	\$302.50 ✓		Draft consent order bonding off lien
12/30/2011	CAK	0.30	0.30	275.00	\$82.50 ✓		Review e-mail from Robert Cook and respond
1/3/2012	CAK	0.20	0.20	0.00	\$0.00 ✓		Call from client
1/6/2012	CAK	0.20	0.20	0.00	\$0.00 ✓		Call from client
1/13/2012	CAK	1.30	1.30	275.00	\$357.50 ✓		Review e-mail from Robert Cook; Call to Newberry County Clerk of Court; Draft Petition and discharge; Call clients; send documents to clients
1/20/2012	CAK	0.30	0.30	275.00	\$82.50 ✓		Call with the Bohelers regarding Bank issue; review e-mail and attachment for completion of home
2/21/2012	CAK	1.20	1.20	275.00	\$330.00 .75		Review Complaint from Terlizzi on Foreclosure of the Lien (.5); Call to clients to discuss Complaint and other issues (.4); e-mail to robert cook regarding Lis Pendens (.3)
2/22/2012	CAK	0.20	0.20	275.00	\$55.00 .75		E-mail from Robert cook and return
2/23/2012	MMR	1.30	1.30	125.00	\$162.50 .75		review of file; update pleadings index; update pleadings
2/27/2012	MMR	0.20	0.20	125.00	\$25.00		Telephone conference with Pat at Kennedy Law Firm re: meeting today at the house with plumber
2/29/2012	CAK	0.20	0.20	275.00	\$55.00		Call from client regarding Terlizzi inspection
2/29/2012	CAK	0.60	0.60	275.00	\$165.00 7.5		Begin Draft of Answer
3/5/2012	CAK	2.00	2.00	275.00	\$550.00 .75		Meeting with Client and John Harding

✓ 4970.00

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Date	Timekeeper	Hours Worked	Hours On Bill	Rate	Amount Task	Activity	Narrative
3/6/2012	CAK	2.00	2.00	275.00	\$550.00 .75		Calls from client regarding meeting and damages; e-mails to robert Cook regarding Complaint; Review file for response issues to Robert Cook; continue Draft of Answer
3/6/2012	CAK	0.20	0.20	275.00	\$55.00 .75		Review damages information
3/9/2012	CDH	2.00	2.00	125.00	\$250.00 .75		Conference with Mr. Krawczyk about the case. Researched case file and continued drafting answer, counter, and third party claims for Mr. Krawczyk's review.
	<u>Post Date</u>	<u>Status</u>		<u>Entry Date</u>	<u>Original Post Period</u>	<u>Original Post Year</u>	
	03/18/2012	Current Period		03/09/2012	3	2012	
3/12/2012	CDH	1.50	1.50	0.00	\$0.00		Continued answer, counterclaims, and third party complaint
3/14/2012	CDH	1.00	1.00	0.00	\$0.00		Completed draft answer, counterclaims, and third party claims and presented to Mr. Krawczyk for review
3/16/2012	CAK	1.50	1.50	275.00	\$412.50 .75		Continue draft of Answer
3/19/2012	CAK	4.00	4.00	275.00	\$1,100.00 .75		Complete Answer
3/20/2012	CAK	0.70	0.20	275.00	\$55.00 .75		Review dismissal of Lien, and e-mail client Complaint
3/22/2012	MMR	1.30	1.30	125.00	\$162.50 .75		Draft letter to clerk of court filing defendant's answer, counterclaim and third party claim; draft certificate of service; draft acceptance of service; draft letter to opposing counsel;
3/23/2012	CAK	0.20	0.20	275.00	\$55.00 .6		Call from client on Checks and insurance issue
3/26/2012	MMR	0.50	0.50	125.00	\$62.50 .6		Update correspondence; update pleadings index; update pleadings
3/29/2012	CAK	0.60	0.60	275.00	\$165.00		Call from client regarding insurance call directing payment to Terlizzi; e-mail to robert cook; E-mail from robert cook; response
4/6/2012	CAK	0.20	0.20	275.00	\$55.00		Call with client regarding check
4/6/2012	CAK	1.50	1.50	275.00	\$412.50		e-mail to robert cook regarding checks; review response to e-mails; Draft response to robert cook
4/23/2012	CAK	2.00	2.00	275.00	\$550.00 .8		Initial Drafts of Interrogatories
4/23/2012	CAK	1.10	1.10	275.00	\$302.50 .8		Initial Draft of Requests to Produce and Requests to Admit
4/30/2012	CAK	1.60	1.60	275.00	\$440.00 .8		Review and arrange documents from Client for discovery
5/2/2012	CAK	0.30	0.30	275.00	\$82.50 .8		review and save e-mailed documents
5/2/2012	LFA	0.50	0.50	125.00	\$62.50 .8		Draft letter to opposing counsel re: service of discovery (.2); Draft Certificate of Service (.2); Tickle discovery due date (.1).
5/3/2012	CAK	1.30	1.30	275.00	\$357.50 .8		Meeting with Mike Boheler
5/3/2012	CAK	2.90	2.90	275.00	\$797.50 .8		Arrange documents and draft responses to discovery; e-mail robert Cook regarding copies
5/7/2012	CAK	2.00	2.00	275.00	\$550.00 .8		Complete Discovery Responses
5/9/2012	CAK	0.20	0.20	275.00	\$55.00		Review issues regarding tempered glass
5/10/2012	CAK	0.30	0.30	275.00	\$82.50		Review e-mail submissions from client - receive check; email client
5/31/2012	CAK	0.20	0.20	275.00	\$55.00 .6		Review request fro extension and respond
6/14/2012	CAK	0.20	0.20	275.00	\$55.00		Review dismissal of Palmetto Bank

✓ 116.00

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47		6/22/2012	CAK	1.00	1.00	275.00	\$275.00	75	Review Answers to Interrogatories without documents; Highlight and research issues associated with contract
		6/22/2012	CAK	0.50	0.50	275.00	\$137.50	75	Call to Greg Parsons - NC
		6/25/2012	CAK	0.20	0.20	275.00	\$55.00	75.6	Call from client with update on CO and closing
		7/2/2012	CAK	4.20	4.20	275.00	\$1,155.00	9.9	Review documents produced by Terlizzi; Call to client; Letter to Robert Cook
		7/3/2012	CAK	0.80	0.80	275.00	\$220.00	9.9	Meeting with client regarding document
		7/26/2012	CAK	0.30	0.30	275.00	\$82.50	75	Review e-mail from Robert Cook regarding meeting and discover; respond
		8/7/2012	CAK	0.20	0.20	275.00	\$55.00	9	Call to client
		8/9/2012	CAK	1.80	1.80	275.00	\$495.00	9	Call from client; Review latest versions of document spreadsheet
		8/21/2012	CAK	1.90	1.90	275.00	\$522.50	9	Review new spreadsheet and make comments
		8/24/2012	CAK	1.10	1.10	275.00	\$302.50	9	Review documents from Bank; Review supplemental responses from Terlizzi
		8/28/2012	CAK	1.00	1.00	275.00	\$275.00	9	Review documents and prepare for production
		8/29/2012	CAK	1.50	1.50	275.00	\$412.50	75	Prepare for an meeting with robert Cook
		8/30/2012	CAK	0.60	0.60	275.00	\$165.00	75	Call from client and Bate stamping of materials
		8/30/2012	MMR	0.30	0.30	125.00	\$37.50	75	Bate stamped documents
		9/17/2012	CAK	1.30	1.30	275.00	\$357.50	9	Review Cost reports from THI; forward to client
		9/20/2012	MMR	0.60	0.60	125.00	\$75.00	8	Draft Certificate of Service (.20); draft letter to Attorney Robert Cook serving Notice of Taking Deposition (.20); update correspondence (.20); update discovery index and update discovery (.20)
		10/2/2012	CAK	2.30	2.30	275.00	\$632.50	8	Meeting with Client and John Harding
		10/10/2012	CAK	9.00	9.00	275.00	\$2,475.00	8	Prepare for THI deposition
		10/10/2012	MMR	0.20	0.20	125.00	\$25.00		Bate stamp bank documents
		10/11/2012	CAK	8.00	8.00	275.00	\$2,200.00	80	Preparation for deposition; Travel to/from Batesburg for Deposition of William Terlizzi
		10/18/2012	LFA	0.20	0.20	125.00	\$25.00	8	Attend Deposition; Return Travel
		10/23/2012	LFA	0.10	0.10	0.00	\$0.00		Phone conference with opposing counsel's office re: deposition date and time.
		11/13/2012	CAK	2.50	2.50	275.00	\$687.50	8	Tickle deposition date.
		12/6/2012	CAK	4.30	4.30	275.00	\$1,182.50	8	Meeting with client in preparation of deposition
									Attend Deposition of client.
		<u>Post Date</u>	<u>Status</u>	<u>Entry Date</u>	<u>Original Post Period</u>	<u>Original Post Year</u>			
		12/18/2012	Current Period	12/06/2012	12	2012			
		12/18/2012	CAK	1.30	1.30	275.00	\$357.50	8	Review e-mail, review Terlizzi testimony and respond
		3/7/2013	LFA	1.30	1.30	125.00	\$162.50	6	Update correspondence; Update pleadings index; Update pleadings; Update discovery index; Update discovery; Update file.
		3/27/2013	CAK	1.00	1.00	275.00	\$275.00	6	Review Motion filed by Cook; Review THI testimony
		5/8/2013	CDH	2.00	2.00	125.00	\$250.00	6	Continued review of Boheler pleadings and discovery. Began outlining memos in opposition to plaintiffs motion to dismiss and for summary judgment against defendant
		5/9/2013	CDH	4.00	4.00	125.00	\$500.00	6	Continued research and began drafting Memo in opposition to motion to dismiss.
		5/13/2013	ZJM	5.50	5.50	0.00	\$0.00		Conference with Carl and research for memo opposing motion for summary judgment.

✓ 25.00

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5/13/2013	KAL	5.50	5.50	0.00	\$0.00		Conference with Carl and research for Memo Opposing Motion for Summary Judgment
5/13/2013	CDH	2.00	2.00	125.00	\$250.00		Continued drafting Memo in Opp. to motion to dismiss. Got clerk up to date to begin working on memo in opp. of summary judgment.
5/14/2013	CDH	1.50	1.50	125.00	\$187.50		Finalized draft of Memo in Opp. to motion to dismiss and sent to Mr. Krawczyk for reviews and edits. Conference with clerks regarding the Memo in opp. of Summary judgment.
5/14/2013	KAL	8.00	8.00	0.00	\$0.00		Memo in Opposition to Motion to Dismiss: researched memo, wrote memo, edited memo
5/14/2013	ZJM	8.00	8.00	0.00	\$0.00		Drafting and editing of memo opposing motion for summary judgment
5/15/2013	ZJM	3.00	3.00	0.00	\$0.00		Memo in opposition to summary judgment drafting/editing
5/15/2013	KAL	2.00	2.00	0.00	\$0.00		Final edits on Memorandum in Opposition to Motion for Summary Judgment
5/15/2013	CDH	2.00	2.00	125.00	\$250.00		Drafted our motion for summary judgment and revised memo in opposition to summary judgment drafted by clerks.
5/16/2013	CDH	2.00	2.00	125.00	\$250.00		Finalized edits and presented draft to Mr. Krawczyk. Conference with Mr. Krawczyk - revised draft per his requests.
5/17/2013	KAL	4.00	4.00	0.00	\$0.00		Finish editing Memorandum in Opposition of Summary Judgment and put together materials for hearing Monday.
5/17/2013	ZJM	2.00	2.00	0.00	\$0.00		Edit memo opposing summary judgment and prepare hearing file for Charlie.
5/17/2013	CAK	6.00	2.00	275.00	\$550.00		Motion for Summary Judgment Memo; Motion to dismiss Memo
5/20/2013	ZJM	5.00	5.00	0.00	\$0.00		Drafting for Motion for Summary Judgment/Memo in Support of Motion
5/20/2013	KAL	5.00	5.00	0.00	\$0.00		Researched and Wrote Memorandum in Support of Summary Judgment on the Mechanics Lien, the issue of Partnership, and the issue of Agency.
5/21/2013	ZJM	2.50	2.50	0.00	\$0.00		Drafting Motion for Summary Judgment/Memo in Support of Motion for Summary Judgment
5/21/2013	CAK	4.50	4.50	275.00	\$1,237.50		Prepare for, travel to/from Motion for Summary Judgment
5/22/2013	ZJM	1.50	1.50	0.00	\$0.00		Drafting motion for summary judgment/memo in support of motion for summary judgment.
5/22/2013	KAL	0.50	0.50	0.00	\$0.00		Finished Editing Memorandum in Support of Summary Judgment for Charley
5/22/2013	CDH	1.00	1.00	125.00	\$125.00		Revised draft motion for summary judgment and memo in support.
5/23/2013	ZJM	0.50	0.50	0.00	\$0.00		Edit/draft motion for summary judgment and memo in support of motion for summary judgment
5/28/2013	ZJM	0.50	0.50	0.00	\$0.00		Memo in support of motion for summary judgment editing
5/28/2013	KAL	0.50	0.50	0.00	\$0.00		Edit Memorandum in Support of Summary Judgment
5/28/2013	CDH	1.00	1.00	0.00	\$0.00		Finalize draft summary judgment motion and motion for support and submitted to Mr. Krawczyk.
5/31/2013	CAK	3.00	1.50	275.00	\$412.50		Prepare Order for Motion to Dismiss and Motion for Summary Judgment
9/24/2013	CDH	1.20	0.90	125.00	\$112.50		Conference with Attorney Charles A. Krawczyk. Research mechanic's lien issue and whether stipulation to reduce can be used a prove of frivolous claim. Emailed results to Attorney Charles A. Krawczyk.
10/7/2013	MMR	0.70	0.70	125.00	\$87.50		Draft Affidavit.
10/7/2013	MMR	0.40	0.40	0.00	\$0.00		Update pleadings index; update pleadings.
10/7/2013	MMR	0.20	0.20	125.00	\$25.00		Draft letter to Clerk of Court for filing of Attorney Krawczyk's Affidavit.

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10/7/2013	MMR	0.80	0.80	0.00	\$0.00		Update correspondence; update pleadings index; update pleadings.
10/21/2013	CAK	0.20	0.20	275.00	\$0.00		Review Order of Protection.
10/21/2013	CAK	0.10	0.10	275.00	\$27.50 ✓		Draft and sign Affidavit for return of bond.
10/29/2013	MMR	0.20	0.20	125.00	\$25.00 ✓		Update pleadings with filed copy of Affidavit by Attorney Charles A. Krawczyk.
11/7/2013	LFA	0.40	0.40	125.00	\$50.00 ✓		Update correspondence; Update pleadings index.
1/10/2014	LFA	0.60	0.60	125.00	\$75.00 ✓		Draft letter to Clerk of Court re: Motion for Partial Summary Judgment; Draft Motion Cover Sheet; Draft Certificate of Service.
1/17/2014	CAK	3.00	3.00	275.00	\$825.00 ✓		Draft Motion to dismiss Lien and file in Newberry county; Begin draft of Memorandum and research; Call from Client regarding Motion and status of case
<u>Post Date</u>	<u>Status</u>	<u>Entry Date</u>		<u>Original Post Period</u>	<u>Original Post Year</u>		
01/17/2014	Original Period Unlocked	01/17/2014		1	2014		
1/31/2014	CAK	0.50	0.50	275.00	\$137.50 ✓		Draft Supplemental Responses to Discovery
2/6/2014	LFA	1.40	1.40	125.00	\$175.00 ✓		Draft letter to Robert Cook re: Supplemental Answers to Interrogatories; Draft Certificate of Service; Update correspondence; Update pleadings index; Update pleadings; Update discovery index; Update discovery.
2/11/2014	CDH	0.40	0.40	125.00	\$50.00 ✓		Conference with Attorney Charles A. Krawczyk regarding status of case.
2/12/2014	CDH	2.00	2.00	0.00	\$0.00 ✓		Review file and deposition of William Terlizzi.
2/14/2014	CDH	1.20	1.20	125.00	\$150.00 ✓		Conference with Attorney Charles A. Krawczyk. Research and review case and statutory law in support of motion for summary judgment.
2/14/2014	CAK	0.30	0.30	275.00	\$82.50 ✓		Draft letter regarding settlement under 29-5-10(b)
2/17/2014	CDH	1.00	1.00	125.00	\$125.00 ✓		Conference with Attorney Charles A. Krawczyk. Draft Supplemental Affidavit of John Harding.
2/19/2014	CDH	1.50	1.50	125.00	\$187.50 ✓		Conference with Attorney Attorney Charles A. Krawczyk and client. Draft Harding Affidavit.
2/19/2014	CAK	1.80	1.80	0.00	\$0.00 ✓		Meeting with M. Boheler and John Harding
2/20/2014	CAK	0.20	0.20	275.00	\$55.00 ✓		Review and execute consent scheduling order
2/20/2014	LFA	0.20	0.20	125.00	\$25.00 ✓		Draft letter to Robert Cook re: Consent Order of Continuance, Establishing Scheduling Deadlines and Transfer to Non-Jury Docket.
2/26/2014	CDH	0.30	0.30	125.00	\$37.50 ✓		Conference with Attorney Charles A. Krawczyk. Revise Harding Affidavit.
2/27/2014	CDH	1.50	1.50	125.00	\$187.50 ✓		Begin drafting memorandum in support of motion for partial summary judgment.
2/28/2014	CDH	1.80	1.80	125.00	\$225.00 ✓		Conference with Attorney Charles A. Krawczyk. Continue drafting Memorandum in support of Motion for Summary Judgment.
2/28/2014	CAK	0.50	0.50	275.00	\$137.50 ✓		Revise Harding Affidavit
3/3/2014	CAK	1.00	1.00	275.00	\$275.00 ✓		Review and revise John Harding affidavit and MSJ memo
3/3/2014	CDH	0.30	0.30	125.00	\$37.50 ✓		Conference with Attorney Charles A. Krawczyk. Telephone call with John Harding. Set up time to sign affidavit.
3/3/2014	CDH	2.00	2.00	125.00	\$250.00 ✓		Conference with Attorney Charles A. Krawczyk. Continue drafting memorandum in support of motion for summary judgment
3/5/2014	CAK	3.50	3.50	275.00	\$962.50 ✓		Revise Memorandum in support of Summary Judgment
3/5/2014	MMR	0.60	0.60	125.00	\$75.00 ✓		Update correspondence; update pleadings index; update pleadings
3/6/2014	CAK	0.50	0.50	275.00	\$137.50 ✓		Complete Memorandum for MSJ

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✓ = \$3747.50

Finkel Law Firm LLC

Time And Expense Details

Report ID: OT2025 - 53760
Tuesday, April 22, 2014

Date [07/12/2011 - 04/22/2014]

Printed By CTAK
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Billed Time

Date	Timekeeper	Hours Worked	Hours On Bill	Rate	Amount Task	Activity	Narrative
3/6/2014	CDH	1.70	1.70	125.00	\$212.50 ✓		Conference with Attorney Charles A. Krawczyk. Final revisions to Memorandum in Support of Summary Judgment.
3/7/2014	CDH	0.40	0.40	125.00	\$50.00 ✓		Conference with Attorney Charles A. Krawczyk. Conference with law clerks. Begin drafting attorney's fees affidavit.
3/7/2014	MMR	0.60	0.60	125.00	\$75.00 ✓		Review of memorandum; brief meeting with Attorney Carl D. Hiller; brief meeting with law clerks to explain attached exhibits to the memorandum
3/7/2014	KAL	1.50	1.50	125.00	\$187.50 ✓		Copied and compiled exhibits to attach to Memorandum in Support of Motion for Partial Summary Judgment.
3/10/2014	MMR	1.00	1.00	125.00	\$125.00 ✓		Draft letter to clerk of court; draft certificate of service; copy all documents to send to court; scan and draft email to Judge Addy, Jr. and Robert Cook sending Memorandum for their review.
3/10/2014	CDH	0.60	0.60	125.00	\$75.00 ✓		Telephone conference with Attorney Charles A. Krawczyk. Review supplemental affidavit of Terlizzi. Review deposition for statements to impeach. Conference with Margaret Rock regarding memorandum.
3/11/2014	CDH	1.50	1.50	125.00	\$187.50 ✓		Draft Attorney's Fees Affidavit, prepare copies and prepare for Summary Judgment hearing.
3/11/2014	CDH	1.00	1.00	125.00	\$125.00 ✓		Conference with Attorney Charles A. Krawczyk re: prep for motion for summary judgment.
3/11/2014	HLG	0.30	0.30	350.00	\$105.00 ✓		Conference with Charles Krawczyk regarding strategy and issues for hearing.
3/12/2014	CDH	2.50	2.50	125.00	\$312.50 ✓		Conference with Attorney Charles A. Krawczyk. Prepare for deposition. Attend deposition.
3/12/2014	CDH	3.00	3.00	125.00	~~\$375.00~~		Attend Summary of Judgment hearing (estimate)
3/12/2014	CAK	3.00	3.00	275.00	~~\$825.00~~		Attend Summary of Judgment hearing (estimate)
3/12/2014	CAK	3.00	3.00	275.00	~~\$825.00~~		Attend Summary Judgment Hearing.
3/12/2014	CAK	5.10	5.10	275.00	\$1,402.50 ✓		Prepare for and attend Motion for Summary Judgment on mechanics lien
3/13/2014	CAK	1.00	1.00	275.00	\$275.00 ✓		Review supplemental letter to Judge Addy by Robert cook; Draft response
3/17/2014	HLG	0.30	0.30	350.00	\$0.00 ✓		Conference with Charles A. Krawczyk regarding hearing results.

THIS IS ACTUALLY HEARING NOT DEPOSITION

Billed Time

Totals 250.50 242.20 \$40,960.00

Billed Expenses

Date	Amount	Exp Code	Narrative
9/1/2011	\$0.88	PST1	Postage Charge
9/6/2011	\$1.00	CPY1	Copy Charges - Columbia office
9/28/2011	\$25.00	FF1	Newberry County Clerk of Court; Filing Fees - motion
9/28/2011	\$11.88	PST1	Postage Charge
10/3/2011	\$29.00	CPY1	Copy Charges - Columbia office
11/21/2011	\$51.06	MIL1	Charles A. Krawczyk; Mileage Charge
12/7/2011	\$3.16	PST6	Postage Charge
12/7/2011	\$25.00	FF1	Newberry County Clerk of Court; Filing Fees - Motion
12/12/2011	\$7.25	CPY1	Copy Charges - Columbia office

✓ = 3,132.50

AVE 756.70

TOTAL = 31,611.75

TOTAL = 13,787.50

75 = 3,787.50

80 = 7,010.00

6 = 3,982.50

9 = 3,044.25

Finkel Law Firm LLC

Time And Expense Details

Report ID: OT2025 - 53760

Tuesday, April 22, 2014

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Billed Expenses

Date	Amount	Exp Code	Narrative
1/13/2012	\$1.28	PST1	Postage Charge
1/17/2012	\$1.75	CPY1	Copy Charges - Columbia office
1/31/2012	\$302.23	CR1	Computer Research
3/22/2012	\$12.05	PST1	Postage Charge
3/29/2012	\$35.75	CPY1	Copy Charges - Columbia office
3/30/2012	\$96.51	CR3	Computer Research
5/2/2012	\$1.10	PST1	Postage Charge
5/7/2012	\$2.75	CPY1	Copy Charges - Columbia office
5/8/2012	\$3.40	PST1	Postage Charge
5/14/2012	\$11.25	CPY1	Copy Charges - Columbia office
6/5/2012	\$0.25	CPY1	Copy Charges - Columbia office
6/28/2012	\$0.90	PST1	Postage Charge
7/2/2012	\$90.00	CPY1	Copy Charges - Columbia office
7/3/2012	\$0.90	PST1	Postage Charge
7/30/2012	\$2.25	CPY1	Copy Charges - Columbia office
7/31/2012	\$15.35	CR1	Computer Research
8/27/2012	\$6.25	CPY1	Copy Charges - Columbia office
8/31/2012	\$1.94	CR1	Computer Research
<u>Post Date</u>	<u>Status</u>	<u>Entry Date</u>	<u>Original Post Period</u> <u>Original Post Year</u>
11/01/2012	Current Period	08/31/2012	8 2012
9/4/2012	\$26.25	CPY1	Copy Charges - Columbia office
9/7/2012	\$148.30	CST1	Document Technologies, Inc.; Cost Advance - Copies
9/20/2012	\$0.90	PST1	Postage Charge
9/24/2012	\$3.75	CPY1	Copy Charges - Columbia office
10/1/2012	\$116.50	CPY1	Copy Charges - Columbia office
10/10/2012	\$136.50	CPY1	Copy Charges - Columbia office
10/15/2012	\$153.25	CPY1	Copy Charges - Columbia office
10/22/2012	\$107.75	CPY1	Copy Charges - Columbia office
10/29/2012	\$107.75	CPY1	Copy Charges - Columbia office
10/29/2012	\$9.90	CST1	Justin Taaffe; Cost Advance - copies
10/29/2012	\$47.84	MIL1	Justin Taaffe; Mileage Charge
11/5/2012	\$107.75	CPY1	Copy Charges - Columbia office
11/12/2012	\$107.75	CPY1	Copy Charges - Columbia office
11/19/2012	\$107.75	CPY1	Copy Charges - Columbia office
11/26/2012	\$107.75	CPY1	Copy Charges - Columbia office
12/3/2012	\$107.75	CPY1	Copy Charges - Columbia office
12/10/2012	\$107.75	CPY1	Copy Charges - Columbia office
12/17/2012	\$107.75	CPY1	Copy Charges - Columbia office

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Finkel Law Firm LLC

Time And Expense Details

Report ID: OT2025 - 53760
Tuesday, April 22, 2014

Date [07/12/2011 - 04/22/2014]

Printed By: CTAK
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Billed Expenses

Date	Amount	Exp Code	Narrative
1/14/2013	\$108.00	CPY1	Copy Charges - Columbia office
1/22/2013	\$1,052.35	TRN1	Southern Reporting, Inc; Transcript Charge
3/12/2013	\$1.38	PST1	Postage Charge
5/13/2013	\$5.75	CPY1	Copy Charges - Columbia office
5/17/2013	\$1.92	PST1	Postage Charge
5/20/2013	\$35.00	CPY1	Copy Charges - Columbia office
5/20/2013	\$49.04	MIL1	Justin Taaffe; Mileage Charge - Newberry Courthouse
5/31/2013	\$386.06	CR1	Computer Research
Post Date Status Entry Date Original Post Period Original Post Year 07/02/2013 Current Period 05/31/2013 5 2013			
7/12/2013	\$0.86	PST1	Postage Charge
7/15/2013	\$3.50	CPY1	Copy Charges - Columbia office
9/30/2013	\$185.84	CR1	Computer Research
10/7/2013	\$1.32	PST1	Postage Charge
10/14/2013	\$1.75	CPY1	Copy Charges - Columbia office
1/10/2014	\$25.00	FF1	Newberry County Clerk of Court; Filing Fees
2/14/2014	\$0.96	PST1	Postage Charge
2/17/2014	\$0.50	CPY1	Copy Charges - Columbia office
2/24/2014	\$18.00	CPY1	Copy Charges - Columbia office
2/28/2014	\$105.45	CR1	Computer Research
3/4/2014	\$2.07	PST1	Postage Charge
3/10/2014	\$10.81	PST1	Postage Charge
3/10/2014	\$37.50	CPY1	Copy Charges - Columbia office
3/11/2014	\$59.00	CPY1	Copy Charges - Columbia office (236 copies)
3/17/2014	\$88.75	CPY1	Copy Charges - Columbia office
3/17/2014	\$12.88	MIL1	Carl D Hiller; Mileage Charge - Immo, SC

Billed Expenses

Totals \$4,546.77 @ 75% = \$3,437.36

	Hours Worked	Hours To Bill	Fee Amount	Expense Amount	Total Amount
Report Totals	255.90	247.60	\$41,680.00	\$4,892.09	\$46,572.09

*** End Of Report ***

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS,
COUNTY OF NEWBERRY	)	
Terlizzi Home Improvement, LLC,	)	CIVIL ACTION NO. 2011-LN-36-634
	)	
Plaintiff,	)	
	)	MEMORANDUM IN SUPPORT OF
vs.	)	MOTION TO DISMISS MECHANIC'S LIEN
	)	
Michael L. Boheler, Jeannette A. Boheler,	)	
and The Palmetto Bank as Assignee of	)	
Midlands Mortgage Corp.,	)	
	)	
Defendants.	)	
	)	

COMES NOW, Michael L. Boheler and Jeannette A. Boheler (the Bohelers) by and through their undersigned attorney responding to the Notice and Certificate of Mechanic's Lien filed on September 6, 2011 (the "Lien") by Terlizzi Home Improvement, LLC ("THI") and seeks its dismissal pursuant to SC Statute 29-5-15. In pertinent part, Section 29-5-15 states "To file a mechanics' lien, a contractor **must** provide the county clerk of court or register of deeds proof that he is licensed or registered if he is required by law to be licensed or registered. As proof of licensure or registration, the contractor **must** record his contractor license number or registration number on the lien document when the lien document is filed."(emphasis added). Defendants will show that THI failed to include this necessary information when filing the lien.

Plaintiff THI filed the mechanic's' lien alleging that Defendants, Michael L. Boheler and Jeannette A. Boheler, owed an outstanding balance of \$106,001.13 on a fixed price construction contract for a residence of \$225,000.00 after having already been paid \$221,000.00.

The filing and enforcement of a Mechanic's Lien are matters that must be conducted in the strictest accord with the statutory scheme. S.C. Code § 29-5-10 et seq., *Franke Associates by Simmons v. Russell*, 295 S.C. 327,329,368 S.E.2d 462, 463 (1988);

Multiplex Bldg. Corp. v. Lyles, 268 S.C. 577, 235 S.E.2d 133 (1977); *Crystal Pools, Inc. v. Old Claussen's Bakery Partners*, 303 S.C. 68, 399 S.E.2d 5 (Ct. App. 1990). One of the statutory requirements is the inclusion on the face of the lien itself of the contractor's license number. S.C. Code § 29-5-15. The RMC Office or Clerk of Court in which the document is sought to be filed should not accept the lien without the necessary information. ("(A) To file a mechanics' lien, a contractor **must** provide the county clerk of court or register of deeds proof that he is licensed or registered if he is required by law to be licensed or registered. As proof of licensure or registration, the contractor **must** record his contractor license number or registration number on the lien document when the lien document is filed.")(emphasis added). As Plaintiff is in the business of constructing residential structures in South Carolina, he must be licensed and as such subject to these statutory requirements.

In determining whether a statute is to be construed as mandatory or directory, the prime objective is to ascertain the legislative intention. 73 Am. Jur. (2d), *Statutes*, § 19 at 280 (1974); 82 C.J.S., *Statutes*, § 376 at 869-70 (1953). Legislative intention concerning the mandatory or directory nature of a statute is determined primarily from the language the statute employs. 73 Am. Jur. (2d), *Statutes*, § 22 at 281 (1974); see 82 C.J.S., *Statutes*, § 376 at 871-72 (1953). The South Carolina Courts have held that words such as "shall" and "must" indicate a clear legislative intent that the statute in which they are included be considered mandatory. See, e.g., *South Carolina Police Officers Ret. Sys. v. City of Spartanburg*, 301 S.C. 188, 191, 391 S.E.2d 239, 241 (1990) (noting that statutory prescriptions couched in language such as "shall" and "must" are mandatory in application and effect); *Starnes v. South Carolina Dep't of Public Safety*, 342 S.C. 216, 221, 535 S.E.2d 665, 667 (Ct. App. 2000); *Horry County v. Myrtle Beach*, 288 S.C. 412, 343 S.E.2d 36 (Ct. App. 1986).

House Bill 13187, of which the new section 29-5-15 was apart, also made changes in Section 40-59-30 of the Code. That provision, which predates the requirement that a license number be placed on the face of a lien filing, has long prevented any contractor from maintaining an action, "in law or equity," to enforce the terms of a construction contract entered into during a period when the contractor was without a valid license. Read together, these two statutes protect property owners from the harassment associated

with defending against either a lien or a lawsuit filed by a contractor who has not obtained a license, and protect the public by encouraging contractors to become licensed before doing work.

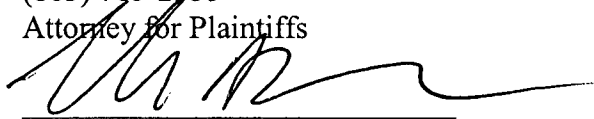
Section 29-5-15 of the South Carolina Code of Laws is part of a strictly construed, mandatory, statutory scheme for the imposition of mechanic's liens. As noted above, the Courts of this State have long held that compliance with all of the statutory requirements is absolutely mandatory, and that any deviation from that scheme invalidates the lien. Plaintiffs Lien, does not bear any license number, as required by law. The Lien itself should not have been accepted for filing by the Clerk of Court of Newberry County and acceptance of such does not operate to validate an otherwise invalid filing.

The Lien filed by Plaintiff herein is facially invalid under South Carolina law. Defendants would respectfully request that it be dissolved. Defendants would further pray that this Court award Defendants their fees incurred in the prosecution of this Motion, pursuant to S.C. Code § 29-5-15, on the grounds that Defendants are the prevailing party.

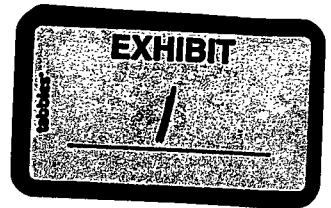
Wherefore Defendants would move this Court to dismiss the Lien with prejudice pursuant to SC Statute 29-5-15 and award Defendant all attorney's fees and costs for defending this claim.

FINKEL LAW FIRM, L.L.C.

1201 Main Street, Suite 1800
Post Office Box 1799
Columbia, South Carolina 29202
(803) 765-2935
Attorney for Plaintiffs


Charles A. Krawczyk

Columbia, South Carolina
December 7, 2011



STATE OF SOUTH CAROLINA)
COUNTY OF NEWBERRY)

IN THE COURT OF COMMON PLEAS

C.A. NO. 2011 LN 36-634

Terlizzi Home Improvement, LLC,)

Plaintiff,)

vs.)

Michael L. Boheler, Jeannette A. Boheler,)
and The Palmetto Bank as assignee of)
Midlands Mortgage Corp.,)

Defendants.)

NOTICE AND CERTIFICATE
OF MECHANIC'S LIEN

FILED
NEWBERRY COUNTY
2011 SEP - 6 A 11:42
JACKIE S. BOWERS
CLERK OF COURT

NOTICE IS HEREBY GIVEN that there is now due and owing to the above named Plaintiff the sum of ONE HUNDRED AND SIX THOUSAND AND ONE AND 13/100 (\$106,001.13) DOLLARS as shown by a statement of a just and true account of said indebtedness, with all credits given, being attached hereto and made a part hereof, together with interest, attorney's fees and costs.

Said debt is due Plaintiff for materials furnished and/or labor performed or furnished, and actually used in the erection, alteration or repair of buildings or structures situated on, or otherwise improving, the real estate herein described, with the knowledge and consent of the within Boheler Defendants, the owners of said property, or by a person or persons authorized by, or rightfully acting for, said owners; or said debt is due Plaintiff because such improvements have been authorized by said owners. As shown on the Statement of Account, attached, Plaintiff furnished materials, or provided labor and materials, for such improvements within ninety (90) days of the date hereof.

By virtue thereof and by the filing of this Notice and Certificate, and pursuant to the applicable provisions of Title 29 of the South Carolina Code of Laws, or otherwise, Plaintiff has and claims a lien to secure the payment of the above-stated indebtedness so due and the costs, including attorney's fees, of enforcing said lien upon the improvements hereinabove mentioned and upon the following described real estate:

PROPERTY DESCRIPTION
6.57 ACRE PARCEL

All that certain piece, parcel or tract of land with all improvements thereon, if any, situate, lying and being in the County of Newberry, State of South Carolina, being shown and delineated as Lot 2 containing 6.57 acres, more or less, on a survey prepared for Norman E. Fisher, Jr. and Michael L. Boheler by Robert Carter Bozard, SCPLS# 19005, dated July 19, 2008 and recorded May 4, 2009 in Plat

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1
P.M. G.H.

Book C216 at Page 7 in the Office of the Clerk of Court for Newberry County; and having such metes and bounds as are shown on said plat, this description being in lieu of metes and bounds, as permitted under Section 30-5-250 of the 1976 Code of Laws of South Carolina, as amended.

Together with the right for ingress and egress on the gravel drive to Lot 2 as shown on the above referenced plat, and also with the right to place any utilities, including but not limited to, cable television line, power lines, water lines, sewer lines, telephone lines, or any other utility, with the right to remove any undergrowth from the right-of-way area, and to perform any and all necessary actions to maintain said easement for the purposes stated herein.

DERIVATION: This being the identical property conveyed to Michael L. Boheler and Jeannette A. Boheler by deed of Norman E. Fisher, Jr. and Sarah M. Fisher, dated April 27, 2009 and recorded May 4, 2009 in Record Book 1428 at Page 262, Office of the Clerk of Court for Newberry County, South Carolina.

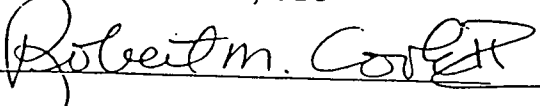
TAX MAP REFERENCE: TMS# 691-42

PROPERTY ADDRESS: 365 Blackberry Lane, Pomaria, SC.

The Defendant listed below is named, upon information and belief, because it holds or held a mortgage(s) upon all or a portion of the Boheler Defendants' real property as described hereinabove.

THE PALMETTO BANK, AS ASSIGNEE OF MIDLANDS MORTGAGE CORP.

KENNEDY LAW FIRM, LLC

BY: 

ROBERT M. COOK II

125 East Church Street

P.O. Box 2559

Batesburg-Leesville, South Carolina 29070

(803) 532-4100 (phone)

(803) 532-0909 (fax)

robcook1965@yahoo.com

ATTORNEY FOR TERLIZZI HOME
IMPROVEMENT, LLC

September 6, 2011

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
COUNTY OF NEWBERRY	)	
Mr. Terlizzi Home Improvement, LLC,	)	CIVIL ACTION NO. 2012-CP-36-00090
	)	
Plaintiff,	)	
vs.	)	MEMORANDUM IN SUPPORT OF
Michael L. Boheler, Jeannette A. Boheler,	)	DEFENDANTS'/THIRD PARTY
and The Palmetto Bank as Assignee of	)	PLAINTIFFS' MOTION FOR PARTIAL
Midlands Mortgage Corp.,	)	SUMMARY JUDGMENT
vs.	)	
William Mr. Terlizzi	)	
	)	
Defendants.	)	
	)	

I. INTRODUCTION

Defendants/Third Party Plaintiffs Michael and Jeannette Boheler (hereinafter "Boheler"), by and through their undersigned counsel, submit this Memorandum in Support of their Motion for Partial Summary Judgment. The Bohelers contend that there is no genuine issue of material fact and they are thus entitled to judgment as a matter of law pursuant to Rule 56 of the South Carolina Rules of Civil Procedure on Plaintiff Mr. Terlizzi Home Improvement LLC's (hereinafter "THI") claim for foreclosure of its Notice of Certificate of Mechanic's Lien and Statement of Account and Affidavit in Support of Mechanic's Lien, 2011-LN-36-634 (hereinafter collectively "the Lien") filed on September 6, 2011 and attached hereto as Exhibit A. As will be more fully set forth herein, the Lien should be discharged and the Bohelers should be **GRANTED** partial summary judgment for the following reasons:

1. THI, through its representative Willie Mr. Terlizzi (hereinafter "Mr. Terlizzi"), failed to follow the statutory requirements of South Carolina Code Ann. §29-5-10 because the basis of the Lien was not labor performed or furnished or for materials furnished and actually used in the erection, alteration, or repair of a building. Instead Mr. Terlizzi reverse engineered what he would have charged had he been asked to quote a job of this type;
2. In filing the Lien, THI, through its representative Mr. Terlizzi willfully and knowingly claimed more than it could possibly be due;
3. Mr. Terlizzi has admitted that the basis of the Lien included "extras" and materials and labor that he had signed lien waivers for;
4. Plaintiff's stipulation to the reduction of the Lien, is not a reduction at all, but rather a new lien that was untimely filed pursuant to South Carolina Code Ann. § 29-5-120; and
5. In subsequently reducing the Lien, THI has effectively admitted that on September 6, 2011, Mr. Terlizzi knowingly and intentionally filed the Lien claiming more than it could possibly be due.

II. FACTUAL AND PROCEDURAL HISTORY

THI is a limited liability corporation formed and operating under the laws of the State of South Carolina. *See* THI's Complaint, ¶ 1. Mr. Terlizzi is the president of THI and is its qualifying licensed residential home builder. *See* THI's Reply, ¶ 8. The Bohelers are citizens and residents of Richland County, South Carolina.

Jeannette and Michael Boheler are retired. They have worked hard all their life and wished to build a home on family land they owned. Jeannette is severely handicapped, and the

Bohellers wanted to construct a home that would allow Jeannette to live comfortably with her disabilities including handicapped access and other amenities to help her. After years of dreaming, they finally agreed to build their home with THI.

THI and Mr. Terlizzi through their agent and/or partner, John Harding, contracted to construct a home (hereinafter the "Home") for the Bohellers in Newberry County, South Carolina. *See* Contractor Agreement entered into on April 30, 2010 and attached hereto as Exhibit B; *See also* Deposition of Mr. William Terlizzi., attached hereto as Exhibit C, pgs. 19-20. THI and Mr. Terlizzi had an agreement with Harding that the Boheler residence would be constructed by Harding and that THI and Harding would split the profits from the construction. Harding was to be the "job contact person" under the terms of the Contract while Mr. Terlizzi handled the money. *See* Mr. Terlizzi Depo. pgs. 18-19. Harding had the authority to make all of decisions on behalf of THI that included changing the plans, entering into contract changes and interpreting the intent of the agreement on behalf of THI. *See* Mr. Terlizzi Depo. p. 67. John Harding had "the authorization to do whatever he felt he needed to do on this job". Mr. Terlizzi Depo. p. 49. Mr. Terlizzi was just going to handle the money and they would split the proceeds 50/50. *See* Mr. Terlizzi Depo. p. 18. When looking at the arrangement between THI and John Harding it is clear that the relationship between THI and John Harding is the black letter definition of a partnership. At a minimum, Mr. Harding was given the express authority to be the agent of THI.

In September 2010, prior to beginning of construction of the home a final set of plans was developed for the construction of the home. Those plans were approved by John Harding and Mr. Terlizzi. In his deposition Mr. Terlizzi admits that Mr. Harding presented the plans to him and told him of his agreement to construct the home for the same \$225,000 and Mr. Terlizzi

acquiesced. *See* Mr. Terlizzi Depo. p. 181 (“Q: You knew that it was [Harding’s] intent to build the house according to the second set of plans and still charge \$225,000.00? A: Yes, sir.”); Mr. Terlizzi Depo. p. 186 (“Q: Okay. So now the agreement is to build the second set of plans for \$225,000 - - isn’t it? A: Correct.”). As of September 2010, the agreement was to build the home in accordance with the new September 2010 plans for the same \$225,000.00. *Id.* Those plans included most if not all of the items Mr. Terlizzi would later claim as extras and changes to the plans and form the basis for THI’s Lien.

Pursuant to the Contract, the Bohelers paid directly to John Harding a deposit of Twenty Two Thousand Dollars (\$22,500.00) Dollars to get construction started. Mr. Terlizzi admits that Harding told him that he had accepted the money and used it to start construction. Mr. Terlizzi Depo. p. 38. Mr. Terlizzi further admits that it was paid by the Bohelers under the contract. Mr. Terlizzi Depo. pgs. 38-39. Because the construction loan was for the exact amount of the contract, that money would be returned to the Bohelers through the last draw upon completion of construction. *See* Affidavit of John Harding, ¶¶ 6-11 attached hereto as Exhibit D.

Over the course of the job, THI accepted draws from a construction loan taken out by the Bohelers in the amount of One Hundred and Ninety Thousand, Eight Hundred and Seventy Five and 0/100 (\$190,875.00) Dollars. *See* THI’s Reply, ¶ 24. Each time a draw was taken, Mr. Terlizzi signed a lien waiver stating that there were no monies due for any material or labor on the Boheler home. *See* Lien Waivers attached hereto as Exhibit E; *See also* Mr. Terlizzi Depo. pgs. 132-154.

During the first 8 months of the construction, the only contact the Bohelers had was with Harding. *See* Mr. Terlizzi Depo. pgs. 41-45. The Bohelers never had any interaction with Mr. Terlizzi during this period. *Id.* Over time, the Bohelers began to get frustrated with the lack of

progress with construction. When the construction on the home had stalled by May of 2011, the Bohelers demanded that Mr. Terlizzi take a bigger role in the construction *See* Mr. Terlizzi Depo. p. 41. Up until this time Mr. Terlizzi had let Harding control all aspects of the job. *See* Mr. Terlizzi Depo. p. 45. He had not supervised or overseen any portion of the job. *Id.* His only role had been "to be a conduit for the money." *See* Mr. Terlizzi Depo. p. 18. Initially Mr. Terlizzi indicated that it was not his responsibility and that John Harding was responsible, but after being confronted by the Bohelers, he relented and took over construction of the home.

When taking over the job, Mr. Terlizzi initially told the Bohelers that the construction could be completed according to the September 2010 plans with the money left in the construction loan *See* Mr. Terlizzi Depo. pgs. 185-187. He was aware that John Harding had promised to construct the home in accordance with the September plans and that Mr. Harding had promised them even more for the \$225,000. *See* Mr. Terlizzi Depo. p. 186. However, Mr. Terlizzi soon realized that there was a great amount of work that would have to be repaired or reworked and that in order to finish construction he would need more money than what was left in the construction loan. He had not been supervising the job and had been letting John Harding act for THI and now realized that THI was in a bind.

In an attempt to get more money, Mr. Terlizzi fabricated "changes and extras" for items that Harding had agreed to perform at no extra cost and for which he had already signed lien waivers. *See* Mr. Terlizzi Depo. pgs. 181-189, Harding Affidavit, ¶¶ 16, 17. Mr. Terlizzi already knew that Harding had agreed to perform these at no cost when he first attempted to charge the Bohelers. *See* Mr. Terlizzi Depo. pgs. 181-189, Harding Affidavit, ¶¶ 17, 18. No change orders were signed or authorized by the Bohelers as required by the contract. *See* Mr. Terlizzi Depo. pgs. 181-189, Harding Affidavit, ¶ 17.

The Bohelers, being placed in a position of losing their contractor and their construction loan reluctantly agreed to potentially forego their recovery of the \$22,500.00 deposit they would have recovered from the construction loan at the end of construction in order to keep THI on the job. The Bohelers agreed that if THI could finish the job by August 24, 2011 (which was the date which the construction loan expired), they would pay that last draw, which would have been the return of their deposit, to THI. While there was no consideration for this agreement and THI had a preexisting duty to complete the Home per the agreement, the Bohelers knew they had to get their home built and Mr. Terlizzi's leverage meant they had to agree. The new agreement was contingent on THI completing the home by August 24, 2011 and the final draw being made at closing after the home was substantially completed. THI and Mr. Terlizzi walked off the job on August 23, 2011 with no chance of completing the home by the August 24, 2011 date or for the contracted amount.

Mr. Terlizzi knew that he had breached the contract but believed if he filed a large enough lien on the home, the Bohelers would not be able to complete the house and would be forced to negotiate a settlement with him. *See Harding Affidavit*, ¶¶ 17-20. Mr. Terlizzi approached Harding to tell him of his plans to place a lien on the property. *See Harding Affidavit*, ¶ 18. Mr. Terlizzi attempted to coerce Harding into conspiring against the Bohelers by claiming a lien so large that "it would place the Boheler's over a barrel." *Id.* Mr. Terlizzi believed that the Bohelers had their life savings invested in the home and could not afford a new contractor to finish the house or a lawyer to defend them from the improper Lien. *Id.* Mr. Terlizzi explained to Harding that if they could claim enough extras and change orders the Bohelers would not be able to pay off a lien, construction would stop, and the Bohelers would be forced to negotiate with THI. *Id.*

Harding refused to be part of the conspiracy. He told Mr. Terlizzi that there were no extras or change orders that THI could charge against the Bohelers. *See Harding Affidavit, ¶¶ 17, 19, 20.* Harding told Mr. Terlizzi that any changes made on the residence were as a result of Harding's interpretation of THI's obligations under the Contract and not as a result of any request of the Bohelers. *See Harding Affidavit, ¶ 17.* Mr. Terlizzi has admitted that the "extras and change orders" were part of the contract and the September 2010 plans promised to the Bohelers by Harding, yet he still claimed form them under the Lien. *See Mr. Terlizzi Depo. p. 183.*

At the time that THI ceased working on the Boheler residence, the Bohelers had paid directly to THI and Harding payments in the amount of Two Hundred and Twenty-One Thousand and Sixty-Seven and 73/100 (\$221,067.73) Dollars of the Two Hundred and Twenty-Five Thousand and 0/100 (\$225,000.00) Dollar contract price, and the home was not substantially completed.

Despite not having a single written change order; despite having executed multiple lien waivers; despite Harding's insistence that there were no extras for which the Bohelers were responsible; despite knowing that John Harding had included the alleged extras and changes in the Agreement with the Bohelers; despite being paid over \$221,000.00 on a \$225,000.00 contract; THI, through a sworn affidavit of its agent Mr. Terlizzi, filed the Lien on the Boheler property in the incredible amount of One Hundred and Six Thousand and One and 13/100 (\$106,001.13). Mr. Terlizzi has admitted that his Lien amount was not based upon actual costs for material and labor used on the job. *See Mr. Terlizzi Depo. p. 155.* Instead he used his "good faith estimate" of what he would have charged if there had been change orders as listed in the statement of account. *See Mr. Terlizzi Depo. p. 157.* Further, in creating the statement of

account, Mr. Terlizzi refused to give credit for the amounts paid by the Bohelers as the deposit under the contract.

The resulting Lien was staggering to the Bohelers. As Mr. Terlizzi predicted, the Bank halted the flow of money from the construction loan and threatened to foreclose. The Boheler's were trapped. In order to bond off the lien and save their home the Bohelers would have to come up with the amount of the lien, plus 33%. In short they needed to come up with One Hundred and Forty One Thousand, Three Hundred and 0/100 (\$141,300.00) Dollars to bond off the Lien. Various attempts were made by the Boehlers through counsel to get Mr. Terlizzi to do an accounting and reduce the lien to the value of his actual material and labor which would have resulted in a lien that was manageable, but Mr. Terlizzi refused to budge. *See* Emails sent to counsel for Plaintiff on September 14, 2011 and January 5, 2012 attached hereto as Exhibit F. In the end, the Bohelers were forced to empty their savings, liquidate their 401k plans, and take out a loan in order to scrape together \$141,300.00. Additionally, because they had no savings left they were also forced to take social security early which means there will be less money available to them as they get older.

After filing suit, Mr. Terlizzi was forced in discovery to conduct an accounting for his actual costs in materials and labor in the job. Once he conducted the accounting it became evident that the Lien amount had nothing to do with the actual costs of labor and material. Even after including bogus charges and undocumented costs like late fees to his suppliers and food and soda at the gas station, and even without giving credit to the Bohelers for the \$22,500.00 down payment, the most that Mr. Terlizzi could come up with was Forty Eight Thousand, Seven Hundred and Nineteen and 23/100 (\$48,719.23) Dollars. *See* Mr. Terlizzi Depo. p. 155. When asked why he did not base his lien on actual costs of materials and labor, he responded "I can't

answer that." *See* Mr. Terlizzi Depo, pp. 149, 156. Further, even this \$48,719.23 is not accurate because Mr. Terlizzi still refuses to credit the Bohelers with the \$22,500.00 deposit paid to Harding which Mr. Terlizzi admits was used to begin the construction of the home.

In his initial lien Mr. Terlizzi, was specific as to what he was claiming was the basis for the Lien. What he claimed were "Extra cost due to changed plans" and "Extras and add-ons requested by owners" as well as the amount left unpaid from the fixed price of the original contract amount. *See* Exhibit A. When asked to verify the "actual labor and material used to construct the building" Mr. Terlizzi claims that the amount was based on only his estimations rather than on his actual receipts and accounting of expenses incurred. *See* Mr. Terlizzi Depo. pp. 157-62. It was obvious that his strategy was to attempt to push the Bohelers to negotiate on a lien that was large enough to force the Bohelers to capitulate. As a result, the Bohelers were forced to scrape up \$141,300 in cash to bond off the lien so they would not lose their house to possible foreclosure. They emptied their retirement accounts, borrowed money and placed themselves at great financial risk simply to save their home from a lien that was based upon Mr. Terlizzi's "estimate."

Over two years after filing the Lien, and only after Plaintiff was forced to do an accounting of the materials and labor actually used in the job and Mr. Terlizzi had his deposition taken, did THI file a Stipulation of Reduced Lien Amount with this Court on September 23, 2013 attached hereto as Exhibit G. Plaintiff stipulated to reduce the Lien to \$48,864.23, nearly the identical amount that Mr. Terlizzi now claims that he could account for in materials and labor in the Home. *See* Mr. Terlizzi Depo. p. 155.

III. SUMMARY JUDGMENT STANDARD

Summary judgment is appropriate "if the pleadings, depositions, answers to interrogatories, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law." Rule 56(c) SCRPC. Rule 56(e) states that the party opposing the motion "may not rest upon the mere allegations or denials of his pleading, but his response, by affidavits or as otherwise provided in this rule, must set forth specific facts showing that there is a genuine issue for trial. If he does not so respond, summary judgment, if appropriate, shall be entered against him." Rule 56(e), SCRPC.

The United States Supreme Court has interpreted Rule 56(e) to require the party opposing the motion for summary judgment to "go beyond the pleadings . . . and designate 'specific facts showing that there is a genuine issue for trial.'" *Cellotex Corp. v. Catrett*, 477 U.S. 317, 324 (1986) (quoting Fed. R. Civ. P. Rule 56(e)). The party opposing the motion must establish the existence of a genuine issue of material fact by referring to the depositions, answers to interrogatories, and admissions on file. *Id.* The party opposing the motion, not the Court, bears the burden of identifying the specific facts in the record which establish a genuine issue of material fact. *Id.* Finally, summary judgment is proper where plain, palpable, and indisputable facts exist on which reasonable minds cannot differ. *Rothrock v. Copeland*, 305 S.C. 402, 409 S.E.2d 366 (S.C. 1991).

IV. DISCUSSION

A mechanic's lien exists only by virtue of statute, and one's right to a mechanic's lien is wholly dependent upon the language of the statute creating it. *Clo-Car Trucking Co., Inc. v. Cliffure Estates of S. Carolina, Inc.*, 282 S.C. 573, 575, 320 S.E.2d 51, 53 (Ct. App. 1984). The

basis for a mechanic's lien is a debt due "for labor performed or furnished or for materials furnished and actually used in the erection, alteration, or repair of a building or structure upon real estate." S.C. Code Ann. § 29-5-10. Additionally, the prevailing party may recover the costs which may arise in enforcing or defending against a mechanic's lien, including attorney's fees. *Id.*

In addition to the strict rules required to file a valid lien, the mechanic's lien statutes provide four ways for discharging a mechanic's lien: (1) by posting a bond as provided by S.C. Code Ann. § 29-5-110; (2) by showing that the filer of the lien has willfully and knowingly claimed more than is due pursuant to S.C. Code Ann. § 29-5-100; by showing that a suit was not commenced within six (6) months to collect the debt pursuant to S.C. Code Ann. § 29-5-120; and by defeating the claim upon trial. *Sea Pines Co. v. Kiawah Island Co., Inc.*, 268 S.C. 153, 156, 232 S.E.2d 501, 502 (1977). Additionally, the South Carolina Supreme court has held that the Court has "inherent powers to afford relief where the deprivation imposed by a wrongfully filed mechanic's lien cannot be corrected by the statutory methods." *Id.* at 157, 232 S.E.2d at 502.

a. The basis for THI's Lien was not actual labor and material used to construct the home and as such was in violation of § 29-5-10

In filing the Lien, Mr. Terlizzi did not use his actual costs in providing labor and material for the Boheler home. Instead he came up with a fictitious basis for what he thought it would cost to do the job or a reverse engineering of what he might charge for work that had already been completed. In creating his lien amount, Mr. Terlizzi did not look to receipts or payments, instead he came up with a method by which he took a "base cost" of the change or extra and added with a 54% or 35% charge for overhead and profit. When asked about his "base cost" in his deposition Mr. Terlizzi admitted that the base cost was just a "good faith estimate" and was not based upon his material and labor costs:

Q...."this number isn't based on what your material and labor costs were?"

A: ..."not right then"

Mr. Terlizzi Depo. p. 93.

When asked about specific claims found in the statement of account Mr. Terlizzi admitted that he did not have the actual costs and that he reverse engineered what he thought it would have cost rather than what it actually cost for example, when discussing his Lien for the charge of increasing the size of the basement from 432 to 1344 sq. feet Mr. Terlizzi was asked:

Q: So you didn't use that the actual costs to THI was, correct?

A: I didn't necessarily have all the costs.

Mr. Terlizzi Depo p. 113

Q: How did you calculate it, I need to know?

A: Well a couple of ways. I'm not sure on this one. I figured out what material it would take, and also there're books that I have that tells you how to figure per square foot and stuff, certain items

Q: So essentially you went back and re-engineered what it "*would*" have costs to build the basement: (*emphasis added*)

A: Yes Sir:

Q: Okay is it fair to say that the \$16,210 is a rough estimate of what the costs *should* be? (*emphasis added*)

A: Okay

Q: ...It is not the actual amount that it took.

A: Probably less.

Q: But you don't know what that would be?

A : No sir.

Mr. Terlizzi Depo. p. 114-115.

This is just one example of how Mr. Terlizzi created his Lien. For each of the other specifically listed extras and changes, Mr. Terlizzi indicated that those were "best estimates" as

well and that they included overhead and profit on that estimated amount which was not specifically set out in the contract.

Section 29-5-10 is an extraordinary remedy created by statute and it requires strict compliance by the entity seeking to lien the property. One of the basic requirements of the statute is that the basis of the lien be labor and material "actually used" in the erection of the building. This language is included to protect the owner from contractors estimating their value rather than listing the actual costs. Mr. Terlizzi has not complied with the statute in that he has guessed at the amounts sought and not listed the actual labor and material used. The result is an extremely inflated lien amount to which the Bohelers were required to pay a bond.

- b. THI, through its representative Willie Mr. Terlizzi, willfully and knowingly claimed more than it could possibly be due.**

By filing the Lien for \$106,001.13, Willie Mr. Terlizzi, as representative of THI, willfully and knowingly claimed more than THI could possibly be due, and the Bohelers should be granted summary judgment and the Lien discharged pursuant to S.C. Code Ann. § 29-5-100.

Section 29-5-100 states that an inaccuracy in the statement of the amount due for labor and materials supporting a mechanic's lien shall not invalidate the lien "unless it appear[s] that the person filing the certificate has willfully and knowingly claimed more than his due." The mechanic's lien statute provides homebuilders with a statutory vehicle to recover costs of materials and labor actually incurred. Section 29-5-100 is designed to prevent claimants from making unsupported claims in bad faith in an attempt to hold homeowner's hostage to recover a larger profit margin. This is precisely what THI did to the Bohelers when it filed the Lien on September 6, 2011.

So many factors point to the intent Mr. Terlizzi. First, the actual size of the amount sought had no basis in contract or in the receipts or costs of THI. The improper method of

determining the lien has already been discussed, but the absolute inequity of charging \$106,000 in extras and changes which he admits he knew John Harding had included in the Agreement is absurd. Mr. Terlizzi would have us believe that the Bohelers owe \$106,000 when they have paid \$221,000 of a \$225,000 fixed price contract. That in association with the fact that Mr. Terlizzi made up the numbers that comprise his lien show that he had an ulterior motive.

Second, Mr. Terlizzi understood he had signed lien waivers for those items which he listed in his statement of account, but placed a lien on the property anyway. This is an absolute bar to filing this lien, and Mr. Terlizzi knew of no reason why those waivers were not valid and understood their purpose.

Third, Mr. Harding's testimony is clear that Mr. Terlizzi approached him with the idea of placing a lien on the property "so large that they would have the Bohelers over a barrel". That Mr. Terlizzi indicated that he intended to force the property into foreclosure because the Bohelers could not afford to bond off the lien. Harding informed Mr. Terlizzi before he filed the Lien that Mr. Terlizzi had no basis for such an amount because the items he included as "extras" and changes in plans on the Lien were incorrect and that Harding had agreed to construct the house as built for the fixed price of \$225,000.

Not only is Mr. Harding's testimony damning of Mr. Terlizzi, and indicates his intent, but it may also be deemed an admission by the Plaintiff. It is clear that Mr. Harding had the authority to bind THI in all matters regarding the Boheler home. *See* Mr. Terlizzi Depo. p. 49. He was THI's man on the job. He and Mr. Terlizzi had an agreement to construct this house and split the proceeds. They clearly had created a partnership for the purposes of constructing this house. When asked what the relationship between THI and Mr. Harding, Mr. Terlizzi denied that there was any legal relationship between THI and John Harding including employee,

subcontractor or any other. The only answer Mr. Terlizzi could give is that Mr. Harding is a "friend". Mr. Terlizzi Depo. pgs. 43-44. But being a "friend" cannot define the relationship. Friends do not enter into a business enterprise in which the profits are split proportionately. That is the legal definition of a partnership. Mr. Harding admits to being the partner with THI/Mr. Terlizzi. *See Harding Aff. ¶ 4.* As the partner of THI, Mr. Harding's testimony is binding on his partner THI/Mr. Terlizzi. Mr. Harding clearly did not want to take part in filing the Lien and has come forward to expose the partnership at his own peril. Because THI is his partner Mr. Harding is potentially liable to the Bohelers for Mr. Terlizzi's actions in filing the lien.

There is more than enough evidence before the Court that Mr. Terlizzi and THI knowingly and intentionally claimed more than they could possibly be due. There is no question of fact remaining in which to put to the trial judge regarding the Lien and the Bohelers should be granted summary judgment and the Lien discharged pursuant to S.C. Code Ann. § 29-5-100.

c. Mr. Terlizzi has admitted that the basis of the Lien included "extras" and materials and labor that he had signed lien waivers for.

Mr. Terlizzi, as a representative of THI, has admitted to signing lien waivers eliminating THI's right to claim a mechanic's lien on the materials and labor listed in the Lien.

Generally, a party can contractually waive certain statutory rights so long as such a waiver does not violate the public policy of this state. *See SCN Mortg. Corp. v. White*, 312 S.C. 384, 440 S.E.2d 868 (1994). Mr. Terlizzi has admitted to signing seven (7) separate lien waivers relating to this materials and labor expensed in the Home. *See Mr. Terlizzi Deposition*, pgs. 132-154. Each time a draw was taken from the construction loan, Mr. Terlizzi signed a lien waiver in consideration for the draw amount, and other good and valuable consideration, stating that he:

waive[s] and release[s] any and all lien or claim of, or right to, lien, under the laws relating to mechanics' liens, with respect to and on said above described premises, and the improvements thereon, and on the materials, fixtures, apparatus

or machinery furnished, and on the moneys, funds or other considerations to do to be come due from the owner, on account of labor, services, material fixtures, apparatus of machinery to this date by the undersigned for the above described premises.

See Lien Waivers signed on September 23, 2010, October 21, 2010, November 19, 2010, December 9, 2010, January 6, 2011, February 3, 2011, and March 10, 2011 respectively attached hereto as Exhibit E. Mr. Terlizzi admitted that at the time of each signed lien waiver, he knowingly agreed to waive his rights to file a lien on the property for any material or labor that had been done up to that point. See Mr. Terlizzi Depo. pgs. 132-154. Additionally, Mr. Terlizzi admitted that many of the "extras" that were the basis of the Lien had occurred before he signed the lien waiver dated March 10, 2011, and that he had effectively waived his right to a lien for the "extra." See Mr. Terlizzi Depo. pgs. 140-142. More specifically, Mr. Terlizzi admitted the following:

Q: So all of these items you had waived the right to lien already; isn't that correct?

A: I may have waived the right to lien, but I did not waive my right to get paid

Q: Well, getting paid and filing lien are two different things. I'm just talking about your right to file a lien, correct?

A: Yes, sir.

Q: And despite filing - - despite waiving your right to those liens, you put a lien on this property anyway, didn't you?

A: Yes, sir.

Mr. Terlizzi Depo. p. 142. Again, Mr. Terlizzi has admitted to knowingly and intentionally filing a Lien on the property for "extras" and materials and labor that he signed lien waivers for. Therefore, the Bohelers should be granted summary judgment and the Lien discharged.

- d. Plaintiff's stipulation to the reduction of the Lien, is not a reduction at all, but rather a new lien that was untimely filed pursuant to South Carolina Code Ann. §§ 29-5-90 and 29-5-120.

The Plaintiff's stipulation to reduce the Lien to \$48,864.23 filed on September 23, 2013, is not a reduction at all, but in reality is a new mechanic's lien with a new basis, and therefore the new lien was untimely filed pursuant to South Carolina Code Ann. §§ 29-5-90 and § 29-5-120120.

Section 29-5-90 states that:

. . . Such a lien shall be dissolved unless the person desiring to avail himself thereof, within *ninety days* after he ceases to labor on or furnish labor or materials for such building or structure, serves upon the owner or, in the event the owner cannot be found, upon the person in possession and files in the office of the register of deeds or clerk of court of the county in which the building or structure is situated a statement of a just and true account of the amount due him, with all just credits given, together with a description of the property intended to be covered by the lien sufficiently accurate for identification.

(emphasis added). Section 29-5-120(A) states that:

Unless a suit for enforcing the lien is commenced and notice of pendency of the action is filed within six months after the person desiring to avail himself of it ceases to labor on or furnish labor or material for the building or structure, the lien must be dissolved.

Construction on the Home ceased when Mr. Terlizzi and THI walked of the job on August 23, 2011. THI filed a Stipulation of Reduced Lien Amount with this Court on September 23, 2013, over two years later. *See* Exhibit G.

The basis for the Lien filed on September 6, 2011 is "Extra cost due to changed plans" and "Extras and add-ons requested by owners." *See* Exhibit A. As stated above, these "extras" were not extras but were admittedly included in agreement to be built for the price of \$250,000. Additionally, Mr. Terlizzi admittedly waived the right to file a lien on these extras through the signing of lien waivers. Regardless, Mr. Terlizzi filed the Lien with these "extras" as its basis.

Only after an accounting was issued; Mr. Terlizzi had his deposition taken in this action; and the improper basis for the initial lien was exposed, did THI file an alteration of the Lien.

First, there is no statutory provision for reducing a Lien. The Lien is supposed to be based upon the actual material and labor used in the construction of the building. Plaintiff has cited no authority that would allow for this alteration of the lien and did not seek the consent of the Bohelers. A mechanic's lien is not like pleading that may be changed and altered based upon the facts of the case. It is a creature of statute that requires strict adherence to the requirements of the statute. Because of the strict time guidelines associated with filing the Lien, the statute requires accurate accounting and basis for the lien at the time it is filed, not as discovered and altered over time.

Second, THI stipulated to reduce the Lien to \$48,864.23, which just happens to be nearly the identical amount that Mr. Terlizzi now claims after years of discovery that he can account for in materials and labor in the Home. *See* Mr. Terlizzi Depo. p. 155. In reality what THI has done is to file an entirely new lien. Mr. Terlizzi's deposition exposed the fact that the basis for the Lien was improper and not in compliance with the requirements of the statute. So now THI has altered the basis for the Lien to an entirely different theory. THI should not be allowed to take a second bite of the apple by changing the basis of its lien from "extras and changes in plans" to materials and labor. It knowingly and intentionally filed an improper lien with an unsupported basis in September 2011, and it should not now be allowed to mask a new and untimely lien by calling it a reduction. Therefore, THI's stipulation to reduce the Lien to \$48,864.23 should be viewed as an attempt to file a new mechanic's lien on the property, which is untimely pursuant to S.C Code Ann. §§ 29-5-90 and 29-5-120(A) and should be discharged.

- a. In subsequently reducing the Lien, THI has effectively admitted that on September 6, 2011, Mr. Terlizzi knowingly and intentionally filed the Lien claiming more than it could possibly be due.

Finally, by subsequently reducing the Lien to \$48,864.23, nearly the identical amount that Mr. Terlizzi claims that he could account for in materials and labor in the Home, THI has effectively admitted that Mr. Terlizzi knowingly and intentionally filed the original Lien for more than it could possibly be due.

While there is no South Carolina law that states a subsequent reduction of a lien amounts to an admission that the party knowingly and intentionally filed an improper lien at the outset, The Supreme Court of Arkansas has held that such a “voluntary reduction” of a lien to be “a confession of wrongdoing having a foundation in fact.” *Lyman Lamb Co. v. Arkansas Shell Homes, Inc.*, 241 Ark. 83, 85 (Ark. 1966) attached hereto as Exhibit H. In *Lyman*, the plaintiff filed suit to enforce materialman’s liens against several houses that were consolidated into one action. 241 Ark. at 84. In an attempt to pay for the cost of a recently purchased boat, the plaintiff included in several of the liens a fictitious charge for materials in the amount of \$50.02. *Id.* After the fraudulent charges came to light through discovery, attorneys for the plaintiff claimed that these charges were not included in the liens, however, one of the liens was subsequently voluntarily reduced by the plaintiff in the amount of \$50.02. *Id.* at 85. The court held that the voluntary reduction was an admission of wrongdoing. *Id.*

Similar to the plaintiff in *Lyman*, THI and Mr. Terlizzi have now voluntarily reduced the Lien, only after their wrongdoing has come to light through their accounting and Mr. Terlizzi’s deposition. They have reduced the Lien to \$48,864.23, which, through THI’s own accounting and Mr. Terlizzi’s deposition, Mr. Terlizzi has admitted was the maximum he could account for materials and labor in the job. See Mr. Terlizzi Depo. p. 155. Actual materials and labor used in

the construction of the home must be the basis for the filing of the mechanic's lien. Mr. Terlizzi has admitted that the basis of the Lien as filed on September 6, 2011 was "extras, and changes in plans" not actual materials and labor expensed in the job. By reducing the lien on September 23, 2013, Mr. Terlizzi has effectively admitted that he knew on September 6, 2011, that he was filing a mechanic's lien with an improper basis and for more than he could possibly be due for actual materials and labor used in the construction of the Home. Therefore, the Bohelers should be granted summary judgment and the Lien should be discharged.

V. CONCLUSION

The Lien filed by THI against the Bohelers was and is an improper lien and should be dismissed by this Court. Defendant has met its burden in this Motion for the Court to dismiss the Lien pursuant to the statutory requirements listed above. However in addition this Court has the "inherent powers to afford relief where the deprivation imposed by a wrongfully filed mechanic's lien cannot be corrected by the statutory methods." *Sea Pines Co. v. Kiawah Island Co., Inc.*, 268 S.C. 153, 156, 232 S.E.2d 501, 502 (1977). This action is exactly what the Court envisioned when it said:

...we refuse to hold that such a lien may not be discharged in any nonstatutory fashion. After one ceases to supply labor or materials, he has six months to commence an action for collection of the debt and foreclosure of the lien. An unscrupulous claimant might file a spurious claim and curtail the landowner's full enjoyment of his property unless the court has authority to grant relief. We can envision situations in which irreparable damages could be inflicted upon a landowner unless the door of the court be opened to him. A bond can be required of the landowner to secure the claimant, but no bond can be required of the claimant to secure the landowner against damages.

Id. at 157, 232 S.E.2d at 502

For the aforementioned reasons, this Court should issue an Order:

- a. Granting the Defendant/Third Party Plaintiff's Motion for Partial Summary Judgment on the issue of Plaintiff's claim for foreclosure of the Lien and discharging the Lien;
- b. Requiring the Plaintiff to reimburse the Defendant/Third Party Plaintiff for all of their attorney's fees and costs arising in defense of the Lien pursuant to S.C. Code Ann. § 29-5-10; and
- c. Granting the Defendant/Third Party Plaintiff such other and further relief as the Court may deem just and proper.

Respectfully submitted,

FINKEL LAW FIRM, LLC
1201 Main Street, Suite 1800
Post Office Box 1799
Columbia, South Carolina 29202
(803) 765-2935

Sc. Bar # 16832
For Charles A. Krawczyk
Charles A. Krawczyk
SC Bar #: 16832
Attorneys for Defendants/Third
Party Plaintiffs

Columbia, South Carolina
March __, 2014



Charles A. Krawczyk, Esquire
ckrawczyk@finkellaw.com

Reply to Columbia
(803) 765-2935

September 9, 2011

Robert M Cook II
125 East Church Street
P.O. Box 2559
Batesburg-Leesville, South Carolina 29070

Re: **Mechanic Lien, 365 Blackberry Ln, Palmaria South Carolina**

Counselor,

I represent Michael and Jeanette Boheler in regard to the mechanic's lien filed by Terlizzi Home Improvement LLC. for the construction of a home at 365 Blackberry Ln, Palmaria South Carolina (the "Property"). It is immediately clear from the notice and the documents that Terlizzi is willfully and knowingly claiming more than it is due.

The contract for the construction of the home is a fixed price contract for \$225,000.00. Had your client completed construction this represents the most he might have been entitled to pursuant to the Agreement. He did not complete the construction of the Property and walked off the job. To date Terlizzi has been paid a total of \$221,065.73. An accounting of those payments is attached to this letter. Canceled checks can be provided if required. Arguably Terlizzi has been paid even more than this as the Bohelers have had to come out of pocket for many of the items which they believe were included in the Agreement that are standard in the construction of a home and required for a certificate of occupancy such as sinks, bathtubs and stoves.

Terlizzi's claim for \$44,306.13 in "add ons" is in direct violation of the Contractor Agreement which Terlizzi drafted. The Agreement specifically requires that all alterations or deviations from the Specifications involving extra labor and/or materials shall be in writing and signed by both the contractor and the owners. Terlizzi has not presented any documented and signed change orders because none exist. Further, Terlizzi has not provided any back-up documents for an accounting of his claims for additions such as subcontractor agreements, labor payments or materials receipts. This documentation would be required if he believes he is has an equitable claim to such add

COLUMBIA
1201 Main Street, Suite 1800
Post Office Box 1799 (29202)
Columbia, SC 29201
Tel: (803) 765-2935
Fax: (803) 252-0786

CHARLESTON
Litigation, Real Estate & REO
3955 Faber Place Drive, Suite 200
Post Office Box 225 (29402)
North Charleston, SC 29405
Tel: (843) 577-5460

CHARLESTON
Foreclosure
3955 Faber Place Drive, Suite 200
Post Office Box 71727 (29415)
North Charleston, SC 29405
Tel: (843) 577-5460

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ons in spite of the contractual requirements. This has been brought to Mr. Terlizzi's attention but he failed to provide a full accounting for his claim.

Terlizzi's claim for \$27,500 for "extra costs due to changed plans" is pure fantasy. There have only been one set of plans for the construction of this Property. Terlizzi had the plans prior to entering into the fixed price Agreement. In fact Article 6 of the Agreement specifically references those plans. Terlizzi built the home in accordance with those plans. To seek such damages now is not only improper, but smacks of fabrication. Even if there was some legitimacy to this claim, any changes to plans or specifications would have to be a written change order. As Terlizzi already has a claim for change orders this claim is either a misrepresentation or duplicative and not proper within the Notice.

Terlizzi has been over paid for the work done on the Property. It is estimated that completion of the home will require an additional \$25,000.00. If true, the Bohelers will have paid over \$260,000 for the construction of the home. It is clear that Terlizzi has knowingly and willfully inflated its claim in the Notice in violation of S.C. §29-5-100. My clients can only assume that this was done in an effort to hamper the closing of the Property from a construction loan to permanent financing, and to increase the costs associated with bonding off the lien. The Bohelers have asked that I file for a dismissal of the lien based upon Terlizzi's actions. If the lien is dismissed, the Bohelers will be the prevailing party to the lien dispute and as such will be entitled to attorney fees for defending the improper lien. That said if Mr. Terlizzi will amend his notice to reflect a more accurate account of his claims, the Bohelers will bond off the lien and let the parties argue their dispute in the proper forum. If not, then the Bohelers will seek to have the Notice dismissed and seek fees and costs associated with defending this improper lien.

Very truly yours,

Charles A. Krawczyk

Cc: Michael and Jeanette Boheler

The Robert Cook Law Firm, LLC

P.O. BOX 3575
BATESBURG-LEESVILLE, SOUTH CAROLINA 29070
Phone: (803) 317-2171
Fax: (803) 317-2175
robcook1965@yahoo.com

March 13, 2014

BY EMAIL TO CHAMBERS (faddyj@sccourts.org) AND LAW CLERK (faddyjc@sccourts.org)

The Honorable Frank R. Addy, Jr.
Eighth Circuit Court Judge
528 Monument Street
Suite 210
Greenwood, SC 29646

**Re: Terlizzi Home Improvement, LLC v. Michael L. Boheler, et al.
C.A. No: 2012-CP-36-00090**

Dear Judge Addy:

I represent the Plaintiff in connection with the Defendants' summary judgment motion that you heard yesterday in Newberry. I ask that you accept this letter as a supplemental argument from the Plaintiff in opposition to the Defendants' request that the mechanic's lien be dismissed.

I do not find anything in either the case law, the Rules of Civil Procedure or Title 29 of the Code that precludes a mechanic's lien claimant from voluntarily making a binding reduction in the amount claimed, such was done in this case. Assuming that to be so, then at the point the Plaintiff made that voluntary, binding election that was filed on September 24, 2013, the mechanic's lien was no longer \$106,001.13, but was the reduced figure of \$48,864.23, which the Defendants conceded yesterday was properly calculated per the terms of the mechanic's lien, even if they don't agree they owe it.

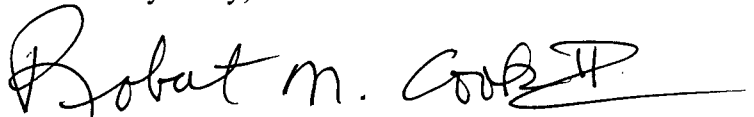
The Defendants' motion for summary judgment is dated January 9, 2014, which was three months after the lien reduction was made and after the Defendants acknowledged the reduction and apparently got the benefit of the lien reduction by requesting and receiving back from the court a substantial part of the cash deposit that they had previously posted to bond off the lien. By waiting to file their motion until after that voluntary lien reduction was made there simply was no longer a \$106,001.13 lien in existence for them to dispute and that \$106,001.13 lien was not in existence at the time the motion was filed. Mr. Terlizzi's deposition was taken by the Defendants' attorney on October 11, 2012, at which time their attorney would have clearly understood the basis for the calculation of the original lien amount of \$106,001.13. Despite that knowledge, Defendants' counsel waited 15 months before filing his motion. In the interim between that deposition and the filing of the Defendant's motion, the lien was reduced as the Defendants had requested.

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Re: Terlizzi Home Improvement, LLC v. Michael L. Boheler, et al.
C.A. No: 2012-CP-36-00090

Accordingly, there was only a lien for \$48,864.23 at the time the Defendants' motion made and, along those same lines, the Defendants have waived their right to now contest that previously lien amount by waiting too long to file their motion and also by receiving the benefit of the lien reduction by recouping part of their cash bond (which itself is inconsistent with their claim that the previous bond amount of \$106,001.13 continues to be somehow operative). I thank you in advance for consideration of this supplemental argument and a copy of this letter is being sent to Defendants' counsel in the same manner that it is being transmitted to you and sending a hard copy to the Clerk of Court for inclusion in the case file.

Yours Very Truly,

A handwritten signature in black ink, appearing to read "Robert M. Cook II", with a long horizontal flourish extending to the right.

ROBERT M. COOK II
The Robert Cook Law Firm

RMC/ppd

cc: Charles A. Krawczyk, Esquire (by email)
Newberry County Clerk of Court (by U.S. Mail)



Charles A. Krawczyk, Esquire
ckrawczyk@finkellaw.com

Reply to Columbia
(803) 765-2935

April 23, 2014

The Honorable Frank R. Addy, Jr.
Eighth Circuit Court Judge
528 Monument St.
Suite 210
Greenwood, SC 29646

Re: **Terlizzi Home Improvement, LLC v. Michael L. Boheler, et al.**
C.A. No: 2012-CP-36-00090

Dear Judge Addy,

Pursuant to your Form 4 Order Granting Defendants/Third Party Plaintiffs Michael and Jeanette Boheler's Partial Motion for Summary Judgment, please find enclosed a proposed formal Order in this matter.

The Bohelers sought attorney fees in the Motion for Summary Judgment and under South Carolina Code Ann. § 29-5-20(a) are the prevailing party and are therefore authorized by statute to an award of attorney's fees and costs incurred in defending against this lien. I have included in the proposed formal Order that the Bohelers should be awarded the amount of \$37,540.17 for attorney's fees and costs associated with defending against the lien. Enclosed please find an attorney's fees affidavit supporting this amount.

This Court has found that that Mr. Terlizzi willfully and knowingly filed a lien for more than he was due, a lien with an amount with no basis in fact and which included in the lien amount work for which lien waivers had already been executed. The Court also found direct evidence through Mr. Terlizzi's partner John Harding that Mr. Terlizzi intended to make the lien large enough to "put the Boheler's over a barrel." This case does not represent the usual dismissal of a mechanic's lien based upon mistake in the untimely filing of the lien or failure to follow the requirements of the statute.

The Court has found that these actions by Mr. Terlizzi were intentional, wanton and with a conscious disregard for the truth. Mr. Terlizzi signed the affidavit and statement of account

COLUMBIA
1201 Main Street, Suite 1800
Post Office Box 1799 (29202)
Columbia, SC 29201
Tel: (803) 765-2935
Fax: (803) 252-0786

CHARLESTON
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3955 Faber Place Drive, Suite 200
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knowing he was not entitled to the amounts he sought. He knew that this would create a great financial burden for the Bohelers and in the face of their requests for an accounting refused to cooperate. These actions are not actions taken in the ordinary course of his employment or ownership of the Plaintiff entity. These intentional actions amount to *ultra vires* actions for which Mr. Terlizzi should be held individually liable. Moreover, a member of a limited liability company cannot use its membership as a shield for personal liability for his own tortious acts. *16 Jade Street, LLC v. R. Design Const. Co.*, 398 S.C. 338, 728 S.E.2d 448 (2012). Mr. Terlizzi, individually, is a Third Party Defendant to this action and was represented by counsel in the hearing of this matter, so he is properly before this Court and subject to its findings. Therefore, the Order reflects that the attorney fees award should be granted as to both THI and Mr. Terlizzi, individually.

Please do not hesitate to contact me with any questions. With kind regards I remain,

Very truly yours,

Charles A. Krawczyk

CAK/cdh

Enclosures

cc: Robert Cook

From: Charles Krawczyk <ckrawczyk@FinkelLaw.com>
To: Robert Cook <robcook1965@yahoo.com>
Sent: Wednesday, September 14, 2011 6:55 PM
Subject: RE: Terlizzi Home Improvement v. Boheler

Robert,

I understand what your client has told you, but as usual there are two sides to every story. If there were not, you and I would have very little business. It was Mr. Terlizzi who quit the job, would not come to the job and would not return calls and told his agents and subs to stop work (and even remove already completed work). He finally indicated that he would not return to the job until he was paid more money despite having agreed to have the job complete by the August 24 closing date (months after the April 30 contract date). Evidently he was angry that some money was withheld from the last draw despite the fact that the Construction Loan agreement says that 10% of the construction contract amount will be withheld by the lender until closing and despite being informed that he had already been paid all but a couple thousand dollars of the contracted amount. He was given the opportunity to complete the job pursuant to the Contract and chose not to perform the remainder of the contract. The meeting at Burger King took place after these facts.

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The facts will show that, Terlizzi was overpaid for the job when many defects and code violations were discovered on the job. The Bohelers were forced to hire a consultant to ensure that Terlizzi would correct those errors, some of that work was paid for at my client's expense. It was only at this point that Mr. Terlizzi took any interest in this home. Prior to that, the job was run by John Harding who was introduced as Mr. Terlizzi's "partner". It was this individual who was the salesman for Terlizzi builders, who did the takeoff, who ordered the plans, who presented the construction contract which was signed by Mr. Terlizzi and who has been involved on the job since the beginning. He was Terlizzi's agent on the job and was paid the \$22,500 deposit by personal checks as indicated in the Contract, a fact of which Mr. Terlizzi was well aware. He was certainly made aware of these payments in April 2011 When Mr. Terlizzi finally took a personal interest in this job. The Bohelers gave Mr. Terlizzi a copy of the accounting with the check numbers and amounts. He has never denied the validity of these payments, in fact the contrary is true. That Mr. Terlizzi should now disclaim these payments and infer that he does not know what they are is inconstant with his previous statements to the Bohelers. My understanding is that there is documented evidence and many witnesses to this effect. If Mr. Terlizzi has issue with those payments he needs to seek recourse against his employee/agent/partner, but they were made and Mr. Terlizzi knew about them.

My understanding is that there is only one set of plans by which this house was constructed. Those plans were ordered from the draftsman for Terlizzi care of Mr. Harding. There have never been any changes to those plans. Even more telling is that there has been no mention of these costs at any time during the construction of the home until now. Again even if the contentions were true they would be change orders subject to the contractual limitations that they must be in writing, and already included in the change orders claim. Otherwise his claim is in equity and so far I have not seen any evidence of any associated costs regarding such alleged changes.

As for change orders there have been none pursuant to the contract. Mr. Terlizzi sprang these changes on the Bohelers. If your client wants to pursue a claim in equity my client may not agree with his contentions or amounts but I understand why they are made. He may have some argument in equity, and that argument may be offset by other issues. That is why I indicated that I expected your client to reduce the lien amount to reflect a more accurate accounting of what he is owed rather than to insist on its removal. If he does that the Bohelers will bond off the lien and the parties can let the courts decide who owes what to whom. But Mr. Terlizzi knows that he is not entitled to \$106,000 on this home and has willfully and intentionally claimed more than he is due. This is in violation of the Mechanics Lien Statute and may subject him to attorneys fees and costs. If he is unwilling to reduce it then so be it. He has been given the opportunity to do so.

Thanks for your reply.

Charley

Charles Krawczyk
Finkel Law Firm LLC
1201 Main Street, Suite 1800
Post Office Box 1799
Columbia, South Carolina 29202
(803) 765-2935
(803) 252-0786 Facsimile
www.finkellaw.com
ckrawczyk@finkellaw.com

From: Robert Cook [mailto:robcook1965@yahoo.com]
Sent: Wednesday, September 14, 2011 4:37 PM
To: Charles Krawczyk
Subject: Re: Terlizzi Home Improvement v. Boheler

Charley,

506

From: Charles Krawczyk <ckrawczyk@FinkelLaw.com>

To: Robert Cook <robcook1965@yahoo.com>

Sent: Thursday, January 5, 2012 10:46 AM

Subject: RE: Terlizzi Home Improvement v. Boheler

Robert,

I have not heard from you as to our proposal. The Bohelers will be bonding the lien hopefully as early as next week. As I have stated before, the Bohelers are also curious as to the nature of your client's claims. They are unable to make a fair and reasonable investigation as to the value of your client's claims without some back-up information. Perhaps you and I could sit down and you explain how each claim for extras and change in plans were calculated, show us proof of the costs your client incurred that are associated with the claims (invoices, payments, contracts etc) and how your client believes that the Bohelers agreed to the changes and are responsible for payment of your demand for \$106,000.00. Without that information I am afraid that there is no way to for us to evaluate what may or may not be legitimate claims.

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Charles Krawczyk
Finkel Law Firm LLC
1201 Main Street, Suite 1800
Post Office Box 1799
Columbia, South Carolina 29202
(803) 765-2935
(803) 252-0786 Facsimile
www.finkellaw.com

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From: Robert Cook [mailto:robcook1965@yahoo.com]

Sent: Wednesday, April 30, 2014 9:25 AM

To: Addy, Frank R. Law Clerk (Billy A. Tunstall); Charles Krawczyk; Addy, Frank R.

Cc: Carl Hiller

Subject: Re: Proposed Order Terlizzi Home Improvement, LLC v. Michael L. Boheler, et al., C.A. No: 2012-CP-36-00090

Judge Addy,

I represent the Plaintiff in this mechanic's lien action. I do request that a hearing be held on both (1) the amount of fees/costs to be awarded, and (2) the propriety of ordering Mr. Terlizzi to be personally liable for the fees and costs. By requesting this hearing, neither the Plaintiff nor Mr. Terlizzi intend to waive any rights or objections concerning the underlying decision to grant summary judgment to the Defendants. If a more formal request (other than this email) is required, please let me know and I will do so. Also, please note that I will be out of town on a family vacation from May 14 to May 21 and I ask no hearing in this matter be scheduled during that period.

ROBERT M. COOK II

ATTORNEY AT LAW

The Robert Cook Law Firm, LLC

128 N. Oak St., Batesburg, SC 29006 (physical address)

P.O. Box 3575, Leesville, SC 29070 (mailing address)

803-317-2171 (office)

803-687-7491 (cell)

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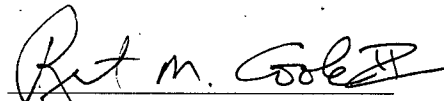
OCT 28 2015

CERTIFICATE OF COUNSEL

SC Court of Appeals

The undersigned counsel for the Appellants certified pursuant to Rule 210(g), SCACR, that this Record on Appeal contains all matter designated for inclusion in the record on appeal by both the Respondents and the Appellants.

THE ROBERT COOK LAW FIRM, LLC



ROBERT M. COOK II

P.O. Box 3575

Batesburg-Leesville, SC 29070

(803) 317-2171 (phone)

(803) 317-2175 (fax)

robcook1965@yahoo.com

Attorney for the Appellants

October 8, 2015