

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

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SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas

Edgar W. Dickson, Presiding Judge

Appellate Case No. 2014-001154

Lydia Miller and Doris Knight.....Plaintiffs,

Of Whom Lydia Miller is the Respondent,

v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants,

Of Whom Willie Fields.....Appellant.

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

KK
FILED

ELEVENTH JUDICIAL CIRCUIT

Lydia Miller,
Doris Knight,

BETH A. CARRICK
CLERK OF COURT
LEXINGTON

File No.: 2012-CP-32-1472

Plaintiffs,

Vs.

Willie Fields,
Paula White,
The Refurb Center, Inc.

Defendants.

FINAL ORDER

ORIGINAL

This matter comes before me on January 6, 2014 upon the filing of a
Summons and Complaint by the Plaintiff on ~~March~~ ^{April 2}, 2012 for breach of contract,
detrimental reliance and conversion. Subsequently, the Defendant timely answered and
counterclaim for breach of contract. Present at the hearing was Plaintiff Lydia Miller, her
attorney, Joshua Koger, Jr., the Defendants and their attorney, William F. Gorski. After
hearing the arguments and reviewing the exhibits, the Court makes the following findings
of facts and conclusions of law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Court finds that a valid contract existed between Plaintiff Miller and Defendant Fields and, thus, the Court awards Plaintiff Miller the sum of Twelve Dollars (12,000.00)
2. The Court finds that Plaintiff Miller paid Twelve Thousands Dollars (\$12,000.00) to Defendant Fields as a down payment toward a purchase of a mobile home.

3. The Court finds that Defendant Fields represented to Plaintiff Miller that the mobile home would be in a livable condition upon the arrival of Plaintiff Miller in August of 2011.

4. The Court finds that the mobile home was not in livable condition upon the arrival of Plaintiff Miller in August of 2011;

5. The Court finds that Plaintiff Miller did not receive from Defendant Fields what was bargained in return for the given consideration by Plaintiff Miller and that the consideration should be returned to Plaintiff Miller.

6. The Courts finds that no other claims and damages by Plaintiff Miller were proven to the Court.

7. That Courts finds that incidental and/or consequential damages are costs that should be borne by the respective parties.

8. The Court finds the Defendant White should be dismissed from this action as she is not a proper party.

9. The Courts finds that Defendant Knight did not appear at this hearing and thus, she did not pursue her claim of conversion and thus, her claim should be dismissed.

10. This Court has jurisdiction over the parties and subject matter of this action.

THEREFORE, IT IS HEREBY ORDERED:

A. Plaintiff Miller is awarded Twelve Thousand Dollars (\$12,000.00) on a breach of contract claim from Defendant Fields;

B. Defendant Fields is to pay this sum to Plaintiff Miller within 15 days of the signing and filing of this Order.

C. Defendant White is dismissed from this action;

D. The claim of Plaintiff Knight is dismissed from this action;

AND IT IS SO ORDERED.




The Honorable Edgar W. Dickson
Presiding Judge of Eleventh Judicial Circuit

Changblau, SC

Date: April 7, 2004

FILED

2014 APR 28 P 2:59

BETH A. CARRICO
CLERK OF COURT
JUDICIAL CIRCUIT 11

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON ELEVENTH JUDICIAL CIRCUIT

Lydia Miller,
Doris Knight

Plaintiff(s),

vs.

Willie Fields,
Paula White,
Refurbished Center, Inc.

Defendant(s).

CIVIL ACTION NO.: 2012-CP-

SUMMONS

2012CP3201472

TO: THE ABOVE-NAMED DEFENDANT (S):

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action of which a copy is hereby served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at 1408 Russell Street, Post Office Box 513, Orangeburg, South Carolina 29116 within thirty (30) days after the service thereof exclusive of the day of such service; and if you fail to answer the Complaint within time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint and for a default judgment.

KOGER LAW FIRM


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(803) 535-2393 (Facsimile)
Kogerlaw@aol.com
Attorney for the Plaintiff

Orangeburg, South Carolina
March 30, 2012

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS

COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

2012 APR -2) A 10:47
Lydia Miller,)
Doris Knight,) CIVIL ACTION NO.: 2012-CP -

Plaintiff(s),)

vs.)

COMPLAINT
(Jury Trial Demanded)

Willie Fields,)
Paula White,)
Refurbished Center, Inc.)

Defendant(s).)

2012CP3201472

THE PLAINTIFF, COMPLAINING OF THE DEFENDANT HEREIN, WOULD
RESPECTFULLY SHOW UNTO THIS COURT:

1) Upon information and belief, the Plaintiff, Lydia Miller, is a citizen and resident of the State of Tennessee.

2) Plaintiff, Doris Knight, is a citizen and resident of the County of Lexington, the State of South Carolina for more than one (1) year prior to the commencement of this action.

3) Upon information and belief, Defendants, Willie Fields and Paula White, are citizens and residents of the County of Lexington, the State of South Carolina and have resided in the State of South Carolina for more than one (1) year prior to the commencement of this action. Additionally, upon information and belief, Defendants, Willie Fields and Paula White, are owners and operators of below-mentioned, The Refurbished Center.

4) Defendant, The Refurbished Center, Inc. is a business engaged in the refurbishing and sales of mobile homes in the County of Lexington, the State of South

Carolina.

FILED

FOR A FIRST CAUSE OF ACTION

2012 APR -2 A 10:47

(Breach of Contract)

5) Plaintiff Miller is informed and believes that a verbal agreement was entered into between Plaintiff Miller and the Defendants in May or June of 2011 for the purchase of a mobile home from the Defendants. The purchase price of the mobile home was in excess of \$20,000.00. Subsequently, Plaintiff Miller paid a down payment of Twelve Thousand Dollars (\$12,000.00) to the Defendants toward the purchase price of the mobile home with the remaining amount to be paid in installments.

6) Additionally, Plaintiff Miller is informed and believes that Defendants were to refurbish the mobile home that was purchased by the Plaintiff Miller prior to delivery and setup on the lot of Plaintiff Miller in Lexington County. Initially, the Defendants promised completion of the refurbishing and delivery and setup of the mobile home by July 1, 2012.

7) Defendants did not complete refurbishing and delivery and setup by July 1, 2012 for habitability and after continuous requests by Plaintiff Miller to have a completely refurbished mobile home delivered and setup as agreed by the verbal agreement of May or June of 2011, the mobile home as of the date of the filing of this action has not been delivered in its agreed upon condition; that is, completely refurbished and setup for habitability. Thus, Defendants have breached the verbal agreement which is a binding contract and have caused damages to Plaintiff Miller.

8) Plaintiff Miller is informed and believes that she is entitled to recover

actual and compensatory damages and punitive damages including but not limited to the recovery of the down payment amount, monies expended on travel expenses between Tennessee and South Carolina in attempting to both relocate at the promised completion times by the Defendants and the periodic checking by the Plaintiff Miller on the progress of the refurbishing and setup and delivery of the mobile home on the lot of Plaintiff Miller in South Carolina and monies expended on moving expenses in anticipation of Plaintiff Miller with her family at the promised completion times by the Defendants.

FOR A SECOND OF ACTION

(Detrimental Reliance)

9) Plaintiff Miller sold her home in Kentucky in June of 2011 in anticipation of moving to South Carolina in July of 2011 to live in a completely refurbished mobile home purchased from the Defendants. Plaintiff Miller detrimentally relied upon this refurbished mobile being completed for habitability in July of 2011 or soon thereafter.

10) Plaintiff Miller incurred numerous expenditures as a result of her detrimental reliance upon the Defendants including but not limited to alternative housing in both South Carolina and in Tennessee/Kentucky and associated expenses with this alternative housing.

11) Plaintiff Miller is informed and believes that she is entitled to all applicable damages associated with the cause of action of detrimental reliance including but not limited to actual and compensatory damages and punitive damages.

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FILED

FILED

FOR A THIRD CAUSE OF ACTION

(Conversion)

2012 APR -2 A 10:47

12) Plaintiff Knight is informed and believes that the Defendants have converted her land, the lot in which she is allowing Plaintiff Miller to use for the setup of the mobile home of Plaintiff Miller, to a storage yard for both the completely uninhabited mobile home that Plaintiff Miller placed the down payment and the bulldozer of the Defendants, both of which have been on the premises of Plaintiff Knight since August of 2011.

13) Plaintiff Knight is informed and believes that she is not estopped from demanding storage fees from the Defendants, that there is not any indication by the Defendants that they abandoned both the uninhabitable mobile home that Plaintiff Miller placed a down payment upon and the bulldozer of the Defendants, that Plaintiff Knight did not consent to the conversion of her real property of the uninhabitable mobile home by the Defendants nor gave authorization or privilege and preemption in regards to use of her real property as a storage yard for both the uninhabitable mobile home and the bulldozer of the Defendants.

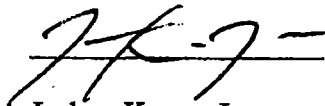
14) As a result of the willful, intentional, reckless conversion by the Defendants of the real property of Plaintiff Knight as a storage yard, Plaintiff Knight has suffered damages. Therefore, Plaintiff Knight is informed and believes that she is entitled to all applicable damages associated with the cause of action of conversion including but not limited punitive damages based upon the reckless and conscious indifferent conduct of the Defendants and any rents and/or leases owed to Plaintiff

Knight as a result of the unauthorized use of the real property of Plaintiff Knight as a storage yard.

15) Plaintiffs Miller and Plaintiff Knight are informed and believe that they are entitled to judgment in an amount to be determined by the trier of fact for the outlined damages set forth in the Complaint and for such other relief as this Court deems just and proper.

WHEREFORE, Plaintiffs Miller and Plaintiff Knight pray for judgment against Defendants to be determined by the trier of fact for the outlined damages as set forth in the Complaint and for such other relief as this Court deems just and proper.

KOGER LAW FIRM



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kogerlaw@aol.com
Attorney for the Plaintiffs

Orangeburg, South Carolina
March 30, 2012

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2012 APR -2 A 10:47

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

LYDIA MILLER
DORIS KNIGHT

IN THE COURT OF COMMON PLEAS

FILED CIVIL ACTION COVERSHEET

Plaintiff(s)

2012 APR - 2 A 10:47 2012-CP -

vs.

WILLIE FIELDS
PAULA WHITE
THE REFURBISHED CENTER, INC.

Defendant(s)

2012CP3201472

(Please Print)

Submitted By: Joshua Koger Jr.

Address: 1408 Russell Street
Orangeburg, SC 29116

SC Bar #: 7111

Telephone #: (803) 535-0111

Fax #: (803) 535-2393

Other:

E-mail: KOGERLAW@AOL.COM

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

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

NATURE OF ACTION (Check One Box Below)

- | | | | |
|--|--|--|---|
| Contracts
☐ Constructions (100)
☐ Debt Collection (110)
☐ Employment (120)
☐ General (130)
☒ Breach of Contract (140)
☒ Other (199) | Torts - Professional Malpractice
☐ Dental Malpractice (200)
☐ Legal Malpractice (210)
☐ Medical Malpractice (220)
Previous Notice of Intent Case #
20 -CP-
☐ Notice/ File Med Mal (230)
☐ Other (299) | Torts - Personal Injury
☐ Assault/Slander/Libel (300)
☒ Conversion (310)
☐ Motor Vehicle Accident (320)
☐ Premises Liability (330)
☐ Products Liability (340)
☐ Personal Injury (350)
☐ Wrongful Death (360)
☐ Other (399) | Real Property
☐ Claim & Delivery (400)
☐ Condemnation (410)
☐ Foreclosure (420)
☐ Mechanic's Lien (430)
☐ Partition (440)
☐ Possession (450)
☐ Building Code Violation (460)
☐ Other (499) |
| Inmate Petitions
☐ PCR (500)
☐ Mandamus (520)
☐ Habeas Corpus (530)
☐ Other (599) | Judgments/Settlements
☐ Death Settlement (700)
☐ Foreign Judgment (710)
☐ Magistrate's Judgment (720)
☐ Minor Settlement (730)
☐ Transcript Judgment (740)
☐ Lis Pendens (750)
☐ Transfer of Structured Settlement Payment Rights Application (760)
☐ Other (799) | Administrative Law/Relief
☐ Reinstate Driver's License (800)
☐ Judicial Review (810)
☐ Relief (820)
☐ Permanent Injunction (830)
☐ Forfeiture-Petition (840)
☐ Forfeiture-Consent Order (850)
☐ Other (899) | Appeals
☐ Arbitration (900)
☐ Magistrate-Civil (910)
☐ Magistrate-Criminal (920)
☐ Municipal (930)
☐ Probate Court (940)
☐ SCDOT (950)
☐ Worker's Comp (960)
☐ Zoning Board (970)
☐ Public Service Commission (990)
☐ Employment Security Comm (991)
☐ Other (999) |
| Special/Complex /Other
☐ Environmental (600)
☐ Automobile Arb. (610)
☐ Medical (620)
☐ Other (699) | ☐ Pharmaceuticals (630)
☐ Unfair Trade Practices (640)
☐ Out-of State Depositions (650)
☐ Motion to Quash Subpoena in an Out-of-County Action (660)
☐ Sexual Predator (510) | ☐ cc: Box
☐ cc: Mail
☒ cc: Person
☐ cc: None | |

Submitting Party Signature:

Date:

3/30/12

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Lydia Miller and Doris Knight

Plaintiffs,

vs.

Willie Fields, Paula White and
The Refurbished Center, Inc.

Defendants.

FILED

2012 MAY 29 2 12 22

DETHA CARRIGG
CLERK OF COURT
LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No. 2012-CP-32-1472

ANSWER AND COUNTERCLAIM

The Defendants hereby answer the Complaint of the Plaintiffs, and would respectfully allege as follows:

FOR A FIRST DEFENSE

1. Each and every allegation not hereinafter specifically admitted, qualified or explained is hereby denied and strict proof demanded thereof.
2. Upon information and belief, the allegations contained in Paragraphs 1 and 2 are admitted.
3. As to Paragraph 3, the Defendants deny the allegation that Willie Fields and Paula White are the owners of "The Refurbished Center." Defendants admit to all other allegations in this paragraph. Defendant Willie Fields admits that he is the owner of "The Refurb Company."
4. Paragraph 4 is denied. There is no entity known as "The Refurbished Center." Defendant Willie Fields admits that "The Refurb Company" is a business engaged in the refurbishing and sales of mobile homes in Lexington County, South Carolina.
5. As to Paragraph 5, Defendant Willie Fields admits only that he alone entered into a verbal agreement with the Defendants. Further, Defendant Willie Fields admits that Defendants tendered a down payment of \$12,000.00; however, Defendant Willie Fields denies that the purchase price was \$20,000.00.

Page 1 of 4 / *WFB*

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- ☐ cc: Box
- ☐ cc: Mail
- ☒ cc: Person *WFB*
- ☐ cc: None

6. Paragraphs 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 are denied.

FILED

FOR A SECOND DEFENSE
(Failure to State a Cause of Action)

2012 MAY 29 3:12:22

7. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

BETHA CARRIGG
CLERK OF COURT
LEXINGTON SC

8. The Plaintiffs failed to allege facts sufficient to constitute a cause of action against the Defendants for which relief can be granted. Therefore, pursuant to Rule 12(b)(6) SCRPC, this matter should be dismissed with prejudice.

FOR A THIRD DEFENSE
(Negligence)

9. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

10. Any Damages sustained by the Plaintiffs as set forth in the Complaint, upon information and belief, were due to and caused by the sole negligence, recklessness, willfulness and wantonness of the Plaintiffs in failing to act as reasonable and prudent persons in the same or similar circumstances. All of the foregoing is in violation of the statutes and laws of the State of South Carolina, and by reason thereof, Plaintiffs are not entitled to recover from Defendants.

FOR A FOURTH DEFENSE
(Comparative Negligence)

11. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

12. Even assuming the Defendants were careless, negligent, grossly negligent, willful, wanton or reckless in any respect, which is expressly denied, and even if any such conduct on its part operated as a greater than fifty (50%) percent cause of the Plaintiffs' resulting damages, if any, which is also expressly denied, the Defendants are entitled to a determination as to the percentage which the Plaintiffs' negligent, grossly negligent, reckless and willful conduct contributed to the damages and to a reduction of any amount awarded to them by an amount equal to the percentage of their own

negligent, grossly negligent, reckless, willful and wanton conduct.

FILED

FOR A FOURTH DEFENSE

(Failure to Mitigate)

2012 MAY 29 12:22

13. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

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WASHINGTON SC

14. Upon information and belief, the Plaintiffs failed to mitigate damages, and by reason of this failure, the Plaintiffs are barred from recovering any damages which could have been prevented by the exercise of reasonable care.

FOR A FIFTH DEFENSE

(Third Party Liability)

15. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

16. Any injuries and damages sustained by the Plaintiffs arising out of the incident referred to in the Complaint, resulted solely, upon information and belief from the acts and omissions of a third party and were the proximate cause of any damages sustained by the Plaintiffs and therefore the Defendants are not liable to the Plaintiffs.

FOR A SIXTH DEFENSE

(Unclean Hands)

17. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

18. Plaintiffs' conduct towards Defendants has been inequitable, unfair, dishonest, fraudulent and deceitful; therefore, Plaintiffs are barred from any relief on the grounds that they have come into Equity with "unclean hands."

FOR A FIRST COUNTERCLAIM

(Breach of Contract)

19. The Defendants reiterate and incorporate herein each and every allegation contained in the foregoing paragraphs as though set forth verbatim.

20. Defendant Willie Fields is a sole proprietor doing business as "The Refurb Company."

21. Plaintiffs purchased a mobile home from Defendant Willie Fields for the agreed upon price of \$44,950.00. Defendant Willie Fields delivered and set up the mobile home in reliance upon the agreement he had with Plaintiffs.

22. Plaintiffs "changed their mind" after Defendant Willie Fields delivered and set up the mobile home. Plaintiffs informed Defendant Willie Fields that they no longer wanted the mobile home.

23. Defendants are informed and believe that they are entitled to a judgement against Plaintiffs in an amount to be determined by the trier of fact, and such other and further relief that the Court deems meet and proper.

Wherefore, having Answered and Counterclaimed, Defendants would pray for the following relief:

- a. An order dismissing Plaintiffs' claim;
 - b. Judgement against Plaintiffs in an amount to be determined by the trier of fact;
- and,
- c. For such other and further relief as the Court should deem necessary and

proper.

William F. Gorski

William F. Gorski
Attorney for the Defendants
205 West Main Street
Lexington, SC 29072
bill@gorskilawoffice.com
(803) 356-8441

May 29, 2012,
Lexington, South Carolina.

SETH A. CARRIG
CLERK OF COURT
LEXINGTON, SC

2012 MAY 29 12:23

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ORIGINAL

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Lydia Miller and Doris Knight,)

Plaintiff(s),)

Willie Fields, Paula White &
The Refurbished Center, Inc.)

Defendant (s).)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

FILE NO.: 2012-CP-32-1472

REPLY

SETH A. KOGER
CLERK OF COURT
LEXINGTON, SC

2013 MAY 30 A 10:21

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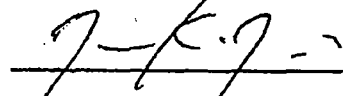
The Plaintiffs, replying to Answer and Counterclaim of Defendant,
would respectfully show unto this Honorable Court:

1. Plaintiff denies paragraph(s) twenty (20), twenty-one (21), twenty-two (22), and twenty-three (23).

WHEREFORE, having fully replied to the Answer and
Counterclaim of Defendant (s), Plaintiffs pray for the following relief:

1. That the Answer and Counterclaim of the Defendant be dismissed;
2. That the Court awards such other and further relief as may be deemed just and proper.

KOGER LAW FIRM



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Attorney for the Plaintiffs

Orangeburg, SC
March 6, 2013

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

2012-CP-32-1472

Lydia Miller and Doris Knight,
Plaintiff,

V.

Transcript of Record

Willie Fields, Paula White and
The Refurb Center, Inc.,

Defendant.

January 6, 2014
Lexington, South Carolina

B E F O R E:

The Honorable Edgar W. Dickson, Judge

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

Joshua Koger, Jr., Esquire
Attorney for the Plaintiff

William F. Gorski, Esquire
Attorney for the Defendant

Hilda M. Jordan, CVR-M
Circuit Court Reporter

I N D E XWITNESS/DESCRIPTION PAGE NO.

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Lydia Miller redirect..... 37

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Paula White cross..... 60

Willie Fields direct..... 63

Willie Fields cross..... 70

Patricia Dent 74

Patricia Dent 78

EXHIBITS:

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Plaintiff's Exhibit No. 2 20

Plaintiff's Exhibit No. 3 21

Plaintiff's Exhibit No. 4 23

Defendant's Exhibit No. 1 30

Defendant's Exhibit No. 2 54

Certificate of Court Reporter 80

1 THE COURT: This is Miller verses Fields?

2 MR. GORSKI: Yes, Your Honor.

3 THE COURT: You're Mr. Gorski?

4 MR. GORSKI: Yes, Your Honor, and my voice is gone.

5 THE COURT: Okay.

6 MR. GORSKI: I'm getting something, so if it's okay with
7 the Court I have cough drops to keep me from coughing all
8 the way through.

9 THE COURT: Okay. All right, and Mr. Gorski, if you
10 need to take a break or something like that. Just let me
11 know.

12 MR. GORSKI: It doesn't hurt, I just don't have any
13 voice. I'll do my best to speak up.

14 THE COURT: Okay. All right. Listen, I'm just glad to
15 have two attorneys.

16 Mr. Koger, how are you this morning?

17 MR. KOGER: I'm doing well.

18 THE COURT: This is a breach of contract?

19 MR. KOGER: That's correct, Your Honor.

20 THE COURT: Okay.

21 This is case 2012-CP-32-01472. Mr. Koger, you
22 represent the plaintiff?

23 MR. KOGER: Yes, Your Honor. I represent Ms. Miller.

24 THE COURT: Okay, and y'all are prepared to go forward?

25 MR. GORSKI: Yes, Your Honor.

1 MR. KOGER: Yes, Your Honor.

2 THE COURT: Okay. Anything I can do to help y'all
3 resolve this short of a hearing?

4 MR. GORSKI: I don't believe so, Your Honor. We've gone
5 through mediation.

6 THE COURT: Okay. Y'all have already gone through
7 medication?

8 MR. KOGER: Yes, Your Honor.

9 MR. GORSKI: Yes, Your Honor.

10 THE COURT: All right.

11 Mr. Koger.

12 MR. KOGER: Call Ms. Lydia Miller to the stand.

13 THE COURT: Okay. All right, Ms. Miller if you'll come
14 on down, as they say.

15 (WHEREUPON, Lydia Miller was sworn
16 to tell the truth.)

17 THE CLERK: Have a seat and state your name for the
18 record, please ma'am.

19 MS. MILLER: Lydia Miller.

20 LYDIA MILLER - DIRECT EXAMINATION

21 BY MR. KOGER:

22 Q Ms. Miller, what state are you currently a resident of?

23 A Tennessee.

24 Q Okay, and at the time of this action back in March --
25 April of 2012, what state were you a resident of?

1 A Kentucky.

2 Q Kentucky. Okay. All right. What first brought you
3 down here to South Carolina to purchase or attempt to
4 purchase this mobile home?

5 A I have a mildly retarded brother at home that was
6 wishing to move back closer to our family. Our parents are
7 now both deceased and he was wishing to move closer to our
8 family.

9 Q Okay, and are you originally from South Carolina?

10 A Uh-huh. (Affirmative response.)

11 Q Okay. All right. And how did you come in contact or
12 come to know Mr. Willie Fields?

13 A I looked on the Carolina Trader on line, and they had
14 an ad in the Carolina Trader concerning that they did mobile
15 home, they refurbished mobile homes and sold them.

16 Q Okay, and what was your intention, again, with the
17 mobile home?

18 A To purchase for my brother and they were going to set
19 it up and refurbish it, and was going to be living, residing
20 next to my aunt in Gaston.

21 Q Okay. When did you first contact Mr. Fields about a
22 mobile home?

23 A I don't really honestly remember. I think it was early
24 in the year, but I could be wrong on that.

25 Q Okay.

1 A I contacted him by phone. I spoke with him on several
2 occasions before I decided to make the trip down here.

3 Q And do you recall what year?

4 A It would be on the check, the cancelled check.

5 Q And if the cancelled check states 2011, would that be
6 the year?

7 A Yes, sir.

8 Q All right. And how many times had you spoke with Mr.
9 Fields before you made the trip down here?

10 A I'd say three or four times at different times. I
11 wanted to make sure, it's a long trip down here.

12 Q Okay, and from those conversations what was discussed
13 between you and Mr. Fields?

14 A He discussed that he could do homes just like they were
15 new again, to set it up, everything would be ready to go.
16 All he'd have to do is move into it.

17 Q When you first looked up Mr. Fields, I guess, on line,
18 did you see some type of pictures of his work?

19 A No. It was just an ad. I think it was in the Carolina
20 Trader was the ad.

21 Q All right. How soon after you spoke with Mr. Fields
22 the last time did you decide to make the trip down to South
23 Carolina?

24 A Probably with a week or something like that, a week to
25 10 days.

1 Q And how far -- what part of Tennessee do you live in?

2 A At the time I lived in Kentucky. I lived in Cades,
3 Kentucky.

4 Q Okay.

5 A It's a little over -- about 600 miles or so.

6 Q So that's what about a 10 hour trip?

7 A Right.

8 Q Okay. So once you arrived at Mr. Fields place of
9 business -- where is Mr. Fields place of business?

10 A It's -- I think it's called Edmunds Road. It's going
11 out past the airport. Edmunds Road, I think it's called.

12 Q All right. And his business is located in Lexington
13 County?

14 A I believe so.

15 Q All right. So once you met Mr. Fields in his business
16 in Edmunds, South Carolina, what transpired, what happened
17 next.

18 A Well, he showed me some mobile homes he had done and
19 one in particular he showed me that he had redone that was
20 really nice, that was a friend of his significant other, and
21 that they were going to be setting it up for this person.
22 Then they also -- Paula took me to several mobile homes and
23 showed me several -- I guess they had already purchased,
24 maybe. Anyway, they leave them where they're at until they
25 get a buyer, because it cost money, of course, to move these

1 homes and, of course, you have to put them somewhere. So
2 she showed me several. One of them I did agree to, a single
3 wide, but that one didn't work out. I think they said when
4 they went to pick it up it kind of collapsed. I guess it
5 had damage that they didn't know about or whatever. And
6 then, also, since I went back home I had talked to them
7 about doing a double wide, a small double wide where it
8 would look better, because it was going to be sitting next
9 to a big brick house on my aunt's property. And so they
10 found a double wide after that.

11 Q Now on -- now, let's go back a little bit. The first
12 home that Mr. Fields and, I guess, his partner showed you,
13 that mobile home as on site?

14 A No. It was in a mobile home park -- well, the first one
15 they showed me was, but that was not one that was for sale.

16 Q Okay.

17 A That was one that already belonged to somebody. The
18 first one they showed me that I could buy was in a mobile
19 home part.

20 Q And that was a single wide?

21 A Right.

22 Q Okay. Now, you have just stated that at that time you
23 agreed to that particular mobile home?

24 A I did, and after I re-thought it some, after I went
25 home, I did tell them I'd really rather put a small double

1 wide, but they said that was fine because that home, when
2 they tried to move it, it did not -- it had collapsed -- I
3 don't know, it broke or whatever.

4 Q Okay.

5 A I guess it had been sitting there too long.

6 Q Now, on the single wide, did you pay any type of down
7 payment?

8 A No.

9 Q Okay. So after you met with them you stated you went
10 back home to Kentucky?

11 A Right.

12 Q All right. Any further conversations while you were in
13 Kentucky with Mr. Fields?

14 A We talked back and forth a lot because they found, I
15 think it was two or three double wides. They sent me
16 pictures on the internet of.

17 Q Okay.

18 A And I decided on one. While I was down there I did go
19 ahead and give a down payment, trusting that they would do
20 what they told me they would do.

21 Q Okay. And this down payment for the potential double
22 wide that you wanted?

23 A Yes, sir.

24 Q And that was before you went back to Kentucky?

25 A Yes, sir.

1 Q Okay. And do you recall how much you paid?

2 A \$12,000.

3 Q Okay. Can you identify that document for the Court?

4 A It's the \$12,000 I paid down on the trailer.

5 Q And is that a copy of the check?

6 A Uh-huh. (Affirmative response.)

7 Q Okay, and who is the check paid to?

8 A Willie Fields.

9 Q Okay, and what is the amount again?

10 A \$12,000.

11 Q Okay.

12 (Document shown to Mr. Gorski.)

13 MR. GORSKI: No objection.

14 BY MR. KOGER:

15 Q Before I place this in evidence, what is the date of
16 this check?

17 A May 27, 2011.

18 Q Okay.

19 MR. KOGER: Your Honor, I'd like to place it in
20 evidence.

21 THE COURT: Okay. This is --

22 COURT REPORTER: Plaintiff's No. 1.

23 THE COURT: Plaintiff's No. 1?

24 MR. KOGER: Yes.

25 THE COURT: Okay. Mr. Gorski, I understand you've

1 reviewed it and it's without objection?

2 MR. GORSKI: No objection, Your Honor.

3 THE COURT: Thank you, sir.

4 Plaintiff's No. 1, the check for \$12,000 paid -- and
5 it's made payable to Mr. Willie Fields?

6 MR. KOGER: That's correct, Your Honor.

7 THE COURT: On May 27, 2011 in the amount of \$12,000 is
8 in evidence as Plaintiff's No. 1.

9 (Plaintiff's Exhibit No. 1, copy of
10 check, was marked and entered.)

11 THE COURT: All right. Mr. Koger.

12 MR. KOGER: That's correct, Your Honor.

13 THE COURT: Okay.

14 BY MR. KOGER:

15 Q So what happened next after you decided to -- after you
16 made your decision for this particular mobile home?

17 A They promised me it would be ready very shortly. That
18 went on for months and I would call, is it ready, no, it's
19 not. Give me a little more time.

20 Q Well, let's go back -- was any type of definite time
21 given to you at that particular time?

22 A Not really. He just said, you know, of course, it
23 takes a little bit of time to move a home and set it up, and
24 then they had to redo the insides, but the way he talked,
25 you know, it would be within 30 to 60 day span and it just

1 never happened.

2 Q So was it your understanding that Mr. Fields or a
3 representative of Mr. Fields stated very shortly this was
4 going to -- that this mobile home was going to be completely
5 refurbished in 30 to 60 days?

6 A Uh-huh. (Affirmative response.)

7 MR. GORSKI: Judge, he's leading the witness.

8 BY MR. KOGER:

9 Q What was your definition of very shortly?

10 A I was --

11 Q Your understanding of very shortly?

12 A 30 to 60 days that he would have it ready for, you
13 know, to be moved into.

14 Q Okay. Now, when was your next point of contact with
15 Mr. Fields and the Refurb Center?

16 A I don't have dates when I called, but I called about
17 every week, because I wanted to know when it was going to be
18 ready and I was always put off. I was told it would be
19 ready next week and the next week would come and it would be
20 the next week. And it just -- finally, he told me it was
21 ready in August. So we got everything together, took our
22 camper that we had to purchase for my brother to live in
23 down there, and we traveled down there --

24 Q Wait. Let me stop you. Let me stop you one more time.
25 What part of August?

1 A Probably about mid-August.

2 Q All right. I'm sorry.

3 THE COURT: And I hate to interrupt here, but you're
4 talking about mid-August 2011?

5 MS. MILLER: Yes, sir.

6 BY MR. KOGER:

7 Q Mid-August 2011.

8 A Uh-huh. (Affirmative response.)

9 Q Okay. And what did you do next based upon Mr. Field's
10 representation that the mobile home was ready to move in in
11 the middle of August of 2011?

12 A I assumed that he was telling me the truth, and we
13 packed up everything to travel down there to take him down
14 there to move him in. My understanding was the only thing I
15 needed to do was come Monday take care of the power being
16 turned on, was my understanding. We had a generator on the
17 camper so it was not a problem for us to stay even though it
18 was hot. So we went into -- well, first of all, I called on
19 the way down there to find out about getting a key to open
20 the trailer. Nobody answered. When we got down there --
21 no, a worker answered and they said that Mr. Fields was not
22 available but to go on down there or something -- there
23 should be a way to get in.

24 Well, we went on down to the mobile home and there was
25 a way to get in, because the doors were not secured at all.

1 The front door was totally -- I mean, you could just push
2 and it'd fall in. So yeah, you could go in easily.

3 Q Okay. What was the condition of the mobile home at
4 that particular time?

5 A Black mold in most rooms. The floors that were
6 supposed to be redone in linoleum hadn't been finished.
7 They were not -- the vents had not been cut out. My fiancée
8 actually went through one of the vent holes. He stepped
9 right through it not knowing it was there under the
10 linoleum, which could have caused him to be injured. There
11 was a lot of debris, beer cans and such. The paint -- the
12 cans where they had painted the walls. When they painted,
13 they painted over switches and everything. The switches you
14 couldn't turn them on and off. They had painted the tub,
15 even, they had just painted it all. And they had never done
16 the trim work. They had never done the floors. Many of the
17 rooms had mold in them. The front door you could just push
18 and it would fall in. The porches were -- a lot of the
19 spindles on the porches did not even meet the ground because
20 they were broken off. I think there was two broke windows.
21 One you could see on the pictures is propped up by a pole.
22 There was just nothing finished about the home. There was
23 nothing finished.

24 Q Was the mobile home in move-in condition?

25 A No.

1 Q Did you take these pictures of the mobile home?

2 A Yes, sir.

3 Q When did you take these pictures?

4 A The day we were down there. Over like two or three
5 days, the first two or three days we were down there we took
6 pictures. And then the very last pictures where it shows no
7 trespassing signs were taken right before we left because I
8 called Mr. Fields and told him that I was taking -- putting
9 no trespassing signs up because I did not want anybody
10 bothering the trailer. I made it very clear to him this was
11 not about him, that if he needed to go show the trailer to
12 sell the trailer, fine, but I did not want other people in
13 the mobile home, so I had put no trespassing signs around
14 it.

15 Q And you already testified to arriving August of 2011?

16 A Uh-huh. (Affirmative response.)

17 Q What time did you leave the area?

18 A I think we stayed a couple of weeks and then we went
19 back home. We would first talk to Mr. Fields and he would
20 tell me he would meet me and then he wouldn't, he'd tell me
21 he'd meet me and then he would. At one point, he finally
22 did meet me which he wrote a legal pad, it was nearly two
23 pages full of stuff that needed to be done to this home,
24 which a lot of it he told me, he said that he just couldn't
25 believe his guys did that kind of work, like the covering

1 the switches and stuff with the paint. I said well, you can
2 go down there and look for yourself, it's all covered. When
3 he did he was kind of like, okay. Anyway, he wrote, like I
4 said, a two page legal pad of stuff that needed to be done.
5 And I said, you know, how long will this take, and he said,
6 well, I've got other jobs, so you're looking at a couple
7 more week, which I couldn't continue to stay down there.
8 And he told me, he tried to ask me about leaving my brother
9 down there. I could not leave my mentally retarded brother
10 down there and hope for the best and me 600 miles away.

11 Q Now, you said you stayed for a couple of weeks, can you
12 be more specific?

13 A I could if I looked at dates, like the date on the
14 rental on the generator because our generator went out. It
15 was rented for a few days prior to us leaving.

16 Q Maybe two weeks?

17 A It was probably a little over two weeks that we were
18 down there, total.

19 Q Buy you took the pictures during that time?

20 A Oh, yeah.

21 Q Okay.

22 A The majority were taken at first, and, like I said, the
23 ones with the no trespassing was at the end because I wanted
24 to show that I did my best to secure the home. I mean, I
25 really couldn't secure it or nothing, because you couldn't

1 lock it or nothing. It was just kind of sitting there.

2 MR. KOGER: Beg the Court's indulgence, Your Honor.

3 THE COURT: Take your time.

4 MR. KOGER: Your Honor, may I approach?

5 THE COURT: Yes, sir.

6 BY MR. KOGER:

7 Q Ms. Miller, did you take pictures of the condition of
8 the mobile home?

9 A Yes, sir. Uh-huh. (Affirmative response.)

10 Q Okay. Can you briefly go through and outline in each
11 picture what was photographed?

12 A Well, this one you see mold and you also --

13 THE COURT: Go ahead.

14 MR. GORSKI: You see, he's asking her to talk about each
15 picture then obviously each one is going to have to be
16 identified so I'll know which one she's talking about.

17 THE COURT: Right.

18 MR. GORSKI: If Mr. Koger chooses to have her look at
19 all of them and submit them all as one exhibit, I'm okay
20 with that, too, but I gotta know which way we're going.

21 MR. KOGER: Okay.

22 THE COURT: You've reviewed all those pictures?

23 MR. GORSKI: Yes. I've reviewed all the pictures, I
24 just --

25 THE COURT: I understand.

1 MR. GORSKI: -- I can't have her talk about the
2 pictures and I don't know which one.

3 MR. KOGER: We can go through, she can go through all of
4 them and we can just submit it as one exhibit.

5 THE COURT: Sir?

6 MR. KOGER: I said, she can go through all of them and
7 talk about them and we can submit them as one exhibit.

8 THE COURT: Yeah, and I understand we could -- if she
9 goes through and says that those are an accurate
10 representation of the pictures that she took showing the
11 problem, but his problem is -- and the Court's problem is if
12 she starts talking about a picture specifically it needs to
13 be identified.

14 MR. KOGER: Okay.

15 THE COURT: Either we're going to do it as 'Plaintiff's
16 Two or each one is going to have to be 2A, 2B, 2C.

17 MR. KOGER: Okay.

18 THE COURT: You know, or is she just going to say these
19 are all -- shows the condition of the house as it was, and
20 then we can put them in as a block.

21 I'm assuming Mr. Gorski you might want to cross to go
22 back over them individually or how do you want to --

23 MR. GORSKI: Well, it's his case.

24 THE COURT: No, I understand that.

25 MR. GORSKI: My only point is that she's -- if she's

1 going to say, yeah, these are all the pictures I took, this
2 is what it looked like, I'm okay with that. If she wants to
3 say this is this and this is that, then each one will have
4 to be identified individually so I can know which one we're
5 talking about.

6 THE COURT: Mr. Koger, I'm assuming you're going to move
7 to have them introduced, unless there's something specific
8 you want to do, if she just wants to identify them and let
9 me look at them as a group, that's fine.

10 MR. KOGER: Okay.

11 THE COURT: That will save us some time. It's up to you.
12 If you want to go through them individually we're going to
13 have to number them.

14 MR. KOGER: Okay. We'll go through them as a group.

15 THE COURT: Sir?

16 MR. KOGER: We'll go through them as a group.

17 THE COURT: Okay.

18 BY MR. KOGER:

19 Q Ms. Miller --

20 A Uh-huh. (Affirmative response.)

21 Q -- you testified to taking those pictures; correct?

22 A Yes, sir.

23 Q And that's an accurate depiction of the mobile home at
24 the time you took those pictures?

25 A Yes, sir.

1 Q Okay.

2 MR. KOGER: I'd like to move those to evidence as
3 Plaintiff's Exhibit No. 2

4 MR. GORSKI: No objection.

5 THE COURT: Plaintiff's No. 2, and without objection and
6 then if you'll just count them so I'll know how many it is.

7 MR. GORSKI: It's a lot.

8 MR. KOGER: Well, I do have another --

9 THE COURT: Well, let Hilda get one straight, first.

10 MR. KOGER: Okay.

11 COURT REPORTER: I count 96.

12 THE COURT: 96 pictures?

13 COURT REPORTER: Yes, sir.

14 THE COURT: All right.

15 COURT REPORTER: I have the sticker on the back.

16 MR. KOGER: Okay.

17 (Plaintiff's Exhibit No. 2, 96
18 photographs, was marked and entered.)

19 BY MR. KOGER:

20 Q Ms. Miller, this is the second set of pictures.

21 A Uh-huh. (Affirmative response.) Yes, sir.

22 Q Do those pictures depict the condition of the mobile
23 home and the surrounding area at the time that you took
24 those pictures?

25 A Yes, sir.

1 MR. KOGER: Your Honor, I'd like to submit these in
2 evidence.

3 THE COURT: Any objection?

4 MR. GORSKI: No objection.

5 THE COURT: Plaintiff's No. 3, the second stack of
6 pictures.

7 COURT REPORTER: The second set of pictures is 45
8 photographs.

9 THE COURT: I'm sorry, Hilda, how many?

10 COURT REPORTER: 45, that is Plaintiff's No. 3. 45.

11 THE COURT: Okay. Thank you, ma'am.

12 (Plaintiff's Exhibit No. 3,
13 photographs, was marked and entered.)

14 BY MR. KOGER:

15 Q Ms. Miller?

16 A Yes, sir.

17 Q What was your understanding of what was going to
18 happened next once the mobile home was not completed by the
19 --

20 A He -- like I said, he made a list of everything, and
21 then we went down there and he met us down there and we
22 walked through it and he did agree there was a lot of work
23 left and there was some kind of bad work where they had
24 painted over things and such, and he told me -- like I said,
25 he told me it would take him another, at least another

1 couple of weeks because he had other jobs and -- but if I
2 could leave my brother down there he could kind of watch out
3 for him or something like that. But I couldn't leave --
4 like I said, I couldn't leave a mentally retarded man down
5 there and hope for the best with me 600 miles away.

6 Q Okay,

7 A I couldn't continue to stay. At this point my brother
8 was extremely upset about the situation, too, because he was
9 expecting to have a home ready when he moved down there and
10 instead it was in no way finished.

11 Q And while you was down here what was the living
12 accommodation or arrangement with you and your brother?

13 A We stayed in -- we have a 23, 24 foot camper and we
14 stayed in it while we were down here.

15 Q Was that powered by any type of --

16 A Generator.

17 Q Did it cost you any money?

18 A Oh, yeah. It cost to run it and then the generator
19 eventually went out and we had to rent one from, I think
20 it's called Sunrise, Sunbelt. Sunbelt.

21 Q Sunbelt?

22 A Uh-huh. (Affirmative response.)

23 Q Can you identify that documentation for the Court?

24 A Yes, sir. It's the receipt where we rented the
25 generated for the time we stayed down here.

1 Q Okay. And what is the amount?

2 A The total was \$309.97.

3 Q Okay.

4 MR. KOGER: Plaintiff's Exhibit No. 4.

5 MR. GORSKI: No objection.

6 THE COURT: Plaintiff's No. 4 is a receipt in evidence
7 without objection. Receipt for renting a generator at
8 \$309.97?

9 COURT REPORTER: Yes. Sunbelt Rentals.

10 MR. KOGER: Yes, Your Honor.

11 THE COURT: All right.

12 (Plaintiff's Exhibit No. 4,
13 receipt, was marked and entered.)

14 BY MR. KOGER:

15 Q So when did you go back to Kentucky?

16 A We left the day that that generator was returned, which
17 I think was on the September 2. We went back.

18 Q Okay, on the 2 of September what was your understanding
19 with Mr. Fields at that point?

20 A Few days prior, after I told him I could not leave my
21 brother he said, well, he'd just have to sell it and so I
22 said, okay. He told me to come by the office and he would
23 work out something with me over the down payment. And so I
24 assumed he was going to be fair about it and we'd come to a,
25 you know, a reasonable agreement on our own about what would

1 be returned to me. We went up there two or three times, he
2 never would be there when we were there. He had the place
3 locked up. He wouldn't be there. And so eventually I
4 couldn't keep going back and forth and back and forth, so I
5 just went home.

6 Q Okay. And at that particular time what would you have
7 said to have been a reasonable agreement?

8 A At that particular time I paid \$12,000 down, \$3,000 of
9 it was on the ground as septic and water. I assumed we'd
10 take that \$3,000 off and then the \$9,000 left, I had assumed
11 that we could, you know, make a split between that \$9,000.

12 Q Okay. At that particular time?

13 A Right.

14 Q Okay. Now, what happened after you arrived back in
15 Kentucky?

16 A Well, before I left I went ahead, after I could not
17 reach him like he told me he would be, I went ahead and
18 filed a magistrate's suit down at the Magistrate's Court in
19 Swansea, and they waited until the last minute to respond
20 and then when I went down there to Magistrate's Court, we
21 decided that we decided that we needed to go ahead and bring
22 it into a higher court. And that's how we ended up up here.

23 Q Now, on reliance on -- what did you do back in the
24 summer of 2011 with the living arrangements for your brother
25 in reliance upon this mobile home being ready in the summer

1 of 2011?

2 A I bought a camper, the 23-24 foot FEMA camper.

3 Q Okay.

4 A And he lived in it on our property. At first we used
5 the generator to fuel it because we kept being told the
6 trailer would be ready, trailer would be ready and we kept
7 believing them. And eventually when that didn't happen we
8 hard-wired it into our house. He knows how -- my fiancée
9 does electrical and he knew how to do that, and he hard-
10 wired it into the home because gas is outrageous to run a
11 generator non-stop.

12 Q How much did you pay for the FEMA camper?

13 A I think it was about \$5,000.

14 Q Okay. Now, where is your brother currently living?

15 A He is now living beside our house in Paris, Tennessee.
16 We bought a -- I think it's a 14 by 70 single wide.

17 Q Okay. How much did you pay for that?

18 A \$3,000 and it was delivered in better shape than what
19 Mr. Fields was offering when I got down here that I'd done
20 paid \$12,000 down on. This home was intact. It was not
21 torn up, it was not mold and such.

22 Q Does your brother still desire to move closer to his
23 family in South Carolina or is he resigned to the fact that
24 he is living --

25 A He talks about it, but --

1 MR. GORSKI: Objection. Relevance. He'd have to be
2 here to testify to that. She can't testify as to what he
3 knows.

4 THE COURT: Overruled -- I mean, I sustain the
5 objection. Okay.

6 BY MR. KOGER:

7 Q Do you feel that Mr. Fields and the Refurb Center
8 breached their contract with you?

9 A No, they didn't reach it with me.

10 Q Breach.

11 A Oh, breach. Yes, sir.

12 Q And do you feel you suffered any damages as the result
13 of this breach?

14 A Yes, sir.

15 Q Okay. How much are you asking the Court for as a
16 result of the alleged breach?

17 A I would like to see my down payment and part of the
18 cost of the camper I had to purchase, because when somebody
19 lives in something like that right on and on, for an
20 extended period they not in the greatest of shape because
21 they're not meant to be lived in like that. We are going to
22 have to do a lot of work to the camper to be able to sell it
23 or to be able to use it ourselves, you know, if we ever want
24 to use it. We also had a lot of expenses traveling back and
25 forth. I'd like to see -- be able to recoup some of that.

1 Q So as a figure for -- as an exact figure how much are
2 you asking Mr. Fields and Refurb?

3 A \$18,000.

4 Q \$18,000?

5 A Yes, sir.

6 MR. KOGER: Your Honor, I have no further questions.

7 THE COURT: All right. Mr. Gorski, your witness.

8 MR. GORSKI: Thank Your Honor. May it please the Court.

9 THE COURT: Yes, sir. And Mr. Gorski, if you need to
10 get up closer or anything like that, if she can't hear you,
11 that's fine, too. Okay.

12 LYDIA MILLER - CROSS-EXAMINATION

13 BY MR. GORSKI:

14 Q You never testified that Paula White owes you any
15 money; is that correct?

16 A When I filed suit I included Willie Fields, Paula White
17 and the business name they were working under.

18 Q That was not -- I'm not trying to be smart. I just
19 want to make sure you understand my question. Your
20 testimony today for the past 20 to 30 minutes, you have not
21 asked for anything from Paula White; is that correct?

22 A No, because the check was made to him. I mean, he asked
23 it be made to him. He was the one I --

24 Q So it is correct that you are not asking for anything
25 from Paula White, today?

1 A No, sir.

2 Q You are asking for something -- are you asking for
3 anything from Paula White today?

4 A No, sir.

5 Q All right. Thank you. Who is Glen Tool?

6 A My brother.

7 Q \$12,000 was his?

8 A It was in his account, yes, sir.

9 Q Did you put \$12,000 in his account?

10 A Yes, sir.

11 Q Pardon?

12 A Yes, sir.

13 Q You don't have any sort of deposit slip or anything
14 here today to show that do you?

15 A No, sir.

16 Q What was the total price of the trailer going to be?

17 A That was not really told to me until after we met,
18 after we came back down here thinking the mobile home was
19 ready.

20 MR. GORSKI: May I approach the witness, Your Honor.

21 THE COURT: You may.

22 A I was told some general ideas, but not an exact amount.

23 BY MR. GORSKI:

24 Q Do you recognize this document?

25 A Yeah, he showed it to me after he had done -- after we

1 went to his office that day and he wrote a list of
2 everything that was supposed -- that needed to be fixed on
3 the home. Uh-huh. (Affirmative response.)

4 Q Have you ever heard of the term punch list?

5 A Yeah, he told me about that.

6 Q And Mr. Fields -- Mr. Fields prepared a punch list of
7 anything that had to be fixed, get the pain off the light
8 switch and clean the mold off the walls, fix the hole in the
9 floor, that sort of thing; correct?

10 A Fix the wiring in the home.

11 Q But all that -- everything that you complained about
12 was on that punch list; correct?

13 A Uh-huh. (Affirmative response.)

14 Q And then he asked you to sign that contract didn't he?

15 A Uh-huh. (Affirmative response.)

16 Q And did you sign it?

17 A No.

18 Q Okay.

19 MR. GORSKI: Your Honor, I ask that this be admitted as
20 Defendant's Exhibit No. 1.

21 THE COURT: Has Mr. Koger seen it?

22 MR. GORSKI: Yes, Your Honor.

23 MR. KOGER: Without objection.

24 THE COURT: Okay. Defendant's No. 1 is a prepared
25 contract.

1 COURT REPORTER: Defendant's No. 1.

2 THE COURT: Prepared contract that's not signed, is that
3 correct?

4 MR. GORSKI: It's not signed by either party, Your
5 Honor.

6 THE COURT: Okay.

7 (Defendant's Exhibit No. 1,
8 unsigned contract, was marked and entered.)

9 MR. GORSKI: And Your Honor may I hand it back to the
10 witness, please.

11 THE COURT: Yes. Okay.

12 MR. GORSKI: I just wanted you to see it.

13 THE COURT: Yes, sir.

14 BY MR. GORSKI:

15 Q Take a look at that, please?

16 A Uh-huh. (Affirmative response.)

17 Q You understand what a contract is, don't you?

18 A Yes, sir.

19 Q And you also understand there's two kinds of contracts,
20 there's a verbal contract and there's a written contract,
21 correct?

22 A Right.

23 Q And when you and Mr. Fields first met, is it fair to
24 state that y'all, at least in your mind, that y'all had a
25 verbal contract?

1 A Right.

2 Q At least to start the process --

3 A Right.

4 Q -- is that fair?

5 A Right.

6 Q Is that fair?

7 A Yes, sir.

8 Q And at one point y'all had to decide what you both
9 agreed to; would that be fair?

10 A Yes, sir.

11 Q And I mean it wouldn't be fair for him to say you owed
12 him \$100,000, right?

13 A Right.

14 Q And it wouldn't be fair to Mr. Fields for you to say
15 \$12,000 was supposed to cover everything, it was just a down
16 payment, right?

17 A Right. It was a down payment.

18 Q And if you take a look at the contract that Mr. Fields
19 asked you to sign, when was the first payment going to be
20 due?

21 A September 15.

22 Q And when you were down here that was in August, right?

23 A Uh-huh. (Affirmative response.)

24 Q So he had 30 days to get everything done, didn't he,
25 according to his contract?

1 A This was something he wrote after the fact, though. He
2 never showed me this until after we had done come down here,
3 he had done see what and all needed to be done to the
4 trailer and then was wrote and presented to me.

5 Q And then he said sign this?

6 A Right.

7 Q Right.

8 A Uh-huh. (Affirmative response.)

9 Q And you said, no, I'm not going to; is that correct?

10 A Right.

11 Q Well, isn't it reasonable to assume -- wouldn't it --
12 would it then be reasonable for Mr. Fields to do the things
13 on the punch list if you weren't going to pay for it?

14 A It would have been reasonable for him to have the home
15 in the condition he promised it would be in prior to my
16 arrival, this would have been signed and everything would
17 have went on according to the way it was planned.

18 Q So what you're saying is, I would have signed the
19 contract if everything was ready?

20 A And let me ask you to define punch list. Punch list I
21 think is more cosmetic issues, I think?

22 Q Well, I just asked you if you knew what the term --

23 A Well, I'm asking you now --

24 Q I -- I --

25 THE COURT: Well, unfortunately, you don't get to ask

1 him questions.

2 A Okay.

3 THE COURT: Just answer his questions.

4 MR. GORSKI: And I'll be happy to clarify that.

5 THE COURT: All right.

6 BY MR. GORSKI:

7 Q I asked you if you were familiar with the term punch
8 list?

9 A Uh-huh. (Affirmative response.)

10 Q And you told me you were familiar with the punch list;
11 is that correct?

12 A I'm familiar that Mr. Fields said it was a list of
13 things he would write down that needed to be done.

14 Q Do we both agree that Mr. Fields wrote down a list of
15 stuff that had to be done?

16 A He did.

17 Q He did. Whether we call it a punch list or we call it
18 a completion list, there was a list, wasn't there?

19 A Uh-huh. (Affirmative response.)

20 Q Is that a yes?

21 A Yes, sir.

22 Q I'm sorry. The court reporter has to take down what
23 you say, yes or no. The court report is in front of you and
24 she can't see you nod your head.

25 A Okay. I'm sorry.

1 Q So you have to say the word yes or the word no.

2 A Okay.

3 BY MR. GORSKI:

4 Q Now, is it also fair to say that you did not want to go
5 through with the contract any more, whether it was verbal or
6 was written, you said enough, I don't want it; correct?

7 A I would have liked to have went through with the
8 contract, but under the circumstances I could not. I could
9 not continue to stay down here with the hope that he would
10 fulfill his obligation. He didn't fulfill it in all those
11 months before that he kept telling me he was going to
12 fulfill it. What would make me think he would at this
13 point?

14 Q Well, nothing was in writing when he was supposed to
15 have it done by; isn't that correct?

16 A There was a \$12,000 check in writing he cashed.

17 Q That's not the answer to -- you're not answering my
18 question. Listen to my question, please. Isn't it true
19 there was nothing in writing stating when the trailer was
20 supposed to be ready; is that correct?

21 A There was a verbal agreement and he did give a rough
22 estimate and every time I called he kept putting it off,
23 putting it off, putting it off.

24 Q Assuming what you say is true you're telling me in
25 writing?

1 A It wasn't in writing, no.

2 Q And at the time Mr. Fields put it in writing and he
3 said it will be done by September 15. At that point you
4 said, forget it, I'm out of here; correct?

5 A Yes.

6 Q Thank you. Would you agree with me that -- well, first
7 of all, let's go over a few things. This was a small
8 double-wide mobile home; correct?

9 A Right.

10 Q And it was put on your aunt's --

11 A Property.

12 Q -- property in Gaston; correct?

13 A Uh-huh. (Affirmative response.) Yes, sir.

14 Q And Mr. Fields was able to take the trailer away;
15 right?

16 A Yes, sir.

17 Q But he can't take away a hole in the ground for the
18 septic; correct?

19 A Right.

20 Q And you agree with me that that was about \$3,000?

21 A Right, the septic and water.

22 Q And it would be reasonable to not expect that to come
23 back, right?

24 A Right, but it would be reasonable to expect something
25 for the fact that he used my aunt's property for storage not

1 only for the mobile home but for his dozier. It sat there
2 in the front yard for months once the home was in place. It
3 had no reason to sit there. It just became a storage
4 facility for it.

5 MR. GORSKI: May I approach the witness, Your Honor.

6 THE COURT: You may.

7 BY MR. GORSKI:

8 Q Have you seen this before?

9 A No.

10 Q Thank you. I'll take this back. You're familiar with
11 the cost of mobile homes, the cost to set them up and take
12 them down; correct?

13 A Yes, sir.

14 Q And it's not as simple as hooking it up to a trailer --
15 I mean to a hitch and a truck and just moving it somewhere
16 else; it's not that simple, correct?

17 A Yes, sir.

18 Q And if something has to be moved and put somewhere
19 else, those are the things you have to charge that moving
20 fee a second time, don't you?

21 A Yes, sir.

22 Q And isn't it also -- and you know what skirting is on a
23 mobile home?

24 A Yes, sir, and they used used skirting.

25 Q And the mobile home was set up on your aunt's -- and

1 the skirting had to be cut different lengths and taken to
2 the ground; isn't that right?

3 A That was true, but it was also used, just like the
4 porches were used.

5 Q And you can't reuse that somewhere else unless it's on
6 the same angle can you?

7 A They reused it from another trailer somewhere. Yes,
8 sir, they did.

9 Q You're assuming, you don't know that?

10 A Yes, sir, you can look at the pictures and tell it's
11 used.

12 Q That wasn't my question, ma'am.

13 MR. GORSKI: That's all the questions I have.

14 THE COURT: Okay. Mr. Koger, any questions you have
15 limited to what he covered in his cross?

16 MR. KOGER: Yes, just one or two questions.

17 LYDIA MILLER - REDIRECT EXAMINATION

18 BY MR. KOGER:

19 Q Did Mr. Fields indicate to you that the mobile home was
20 in good working condition prior to August of 2011?

21 A Prior to us leaving from Tennessee --
22 Kentucky/Tennessee are to come down here. Yes, he did. He
23 said all it had to have was for me to come down there and
24 get the power turned on was all that was needed.

25 Q And with this blank contract, were you shown this

1 contract any time prior to August of 2011?

2 A I was not shown the contact until we did what he called
3 the punch list that day and that's when they made this
4 contract and wanted me to sign it.

5 Q Okay. And Attorney Gorski also showed you a bill about
6 some repairs that were done to this mobile home.

7 A Uh-huh. (Affirmative response.)

8 Q When did you receive a copy of that?

9 A I never had a copy of that until just now. I saw it
10 just now.

11 Q First time you've seen a copy of --

12 A Uh-huh. (Affirmative response.) Right.

13 MR. KOGER: No further questions.

14 THE COURT: All right. Mr. Gorski, anything on recross
15 related to his redirect?

16 MR. GORSKI: No, Your Honor.

17 THE COURT: All right. Ms. Miller, you may step down.

18 MS. MILLER: Okay. Thank you.

19 THE COURT: Mr. Koger, do you have another witness?

20 MR. KOGER: May I beg the Court's indulgence.

21 THE COURT: Yes, sir. Mr. Koger, if it's going to be
22 cumulative I don't need to hear it again.

23 MR. KOGER: Okay, Your Honor.

24 THE COURT: I just needed to let you know that.

25 MR. KOGER: Your Honor, that will be the plaintiff's

1 case.

2 THE COURT: All right.

3 Mr. Gorski, is defense ready to call its first witness?

4 MR. GORSKI: Your Honor, before I do that, I'd like to
5 make a motion or two.

6 THE COURT: Go ahead.

7 MR. GORSKI: Your Honor, first motion that I'd like to
8 make is I'd like to dismiss Paula White as a defendant.

9 THE COURT: Okay. Based on the fact that she's not
10 claiming any damages against her?

11 MR. GORSKI: That's correct, Your Honor.

12 THE COURT: Okay. Any objection to that?

13 MR. KOGER: Your Honor, that's fine.

14 THE COURT: Okay.

15 MR. KOGER: We didn't know initially whether Ms. White
16 was a partner with Mr. Fields or not --

17 THE COURT: Okay.

18 MR. KOGER: -- so that's why we placed her name on the
19 -- however, there's no objection to that.

20 THE COURT: All right. That's granted.

21 MR. GORSKI: For the Court's information the Refurb
22 company is a D.B.A.

23 THE COURT: So it's Mr. Fields doing business as the
24 Refurb Center?

25 MR. GORSKI: At one time it was a corporation. It is

1 not now.

2 THE COURT: Okay.

3 MR. GORSKI: There's no question that business was done
4 with Mr. Fields.

5 THE COURT: But now it's a D.B.A. and you want that to
6 be reflected.

7 MR. GORSKI: It doesn't matter to me. The end result
8 is, you know, we agree that Mr. Fields is the defendant in
9 interest.

10 THE COURT: Okay.

11 MR. GORSKI: Your Honor, my next motion would be to
12 dismiss the case or actually it would be to dismiss -- I
13 would like to dismiss all three causes of action, Your
14 Honor. First, I'd ask for a directed verdict on breach of
15 contract. There's -- I don't believe the testimony showed,
16 viewed in the light most favorable to the plaintiff that
17 there ever was a contract, Your Honor, number one. Number
18 two, assuming there was a contract, the contract the
19 contract was between Glen Tool and Willie Fields. The only
20 exhibit, Your Honor, is a check from Glen Tool and the
21 testimony was this was a mobile home bought for her brother.
22 There's no documents, nothing in the pleading that this was
23 actually her money and she came out of pocket for anything.
24 If she's bringing this action on behalf of her brother and
25 he does have a disability, then she should have been

1 appointed as his guardian or she should have his power of
2 attorney to bring that. So on that basis that entire -- the
3 plaintiff's all three causes of action should be dismissed
4 and a directed verdict should be granted. Specifically, on
5 the second and the third, the detrimental reliance, Your
6 Honor. I just don't think it's reasonable to assume while
7 you're waiting for something to get ready -- there's no
8 evidence that there ever was a contract or an agreement that
9 Mr. Fields would pay all their expenses, whatsoever. They
10 chose to come down, they could have stayed at a motel, they
11 could have stayed with their aunt. They could have done
12 whatever they wanted to do, but just because there's a bill
13 that they paid for a generator that -- again, there's no
14 testimony that that was part of the deal, and, finally, the
15 third cause of action, conversion. Basically if you read
16 through that, Your Honor, that is -- that should have been
17 brought by the aunt and she's not here. So that cause of
18 action's obviously been abandoned. We asked that that be
19 dismissed.

20 THE COURT: Okay. Thank you, sir.

21 Mr. Koger.

22 MR. KOGER: Your Honor, may it please the Court.

23 I'll take the last one first. Ms. White is not here
24 and that was placed in the complaint initially, but again I
25 had no interest in her appearing today and prosecuting that.

1 As far as we ask for the Court to deny the Motion for
2 Directed Verdict in relationship to the breach of contract.
3 There was a verbal agreement. \$12,000 exchanged hands,
4 \$12,000 was exchanged hands for the purpose of Ms. Miller
5 and her mentally challenged brother. It was several
6 conversations back and forth between Ms. Miller and Mr.
7 Fields about this mobile home, as actually has been
8 testified to by Ms. Miller that this mobile home was
9 supposed to have been ready and in move in condition in
10 August of 2011. In reference to Ms. Miller standing in for
11 her mentally challenged brother, she stated that on several
12 occasions from the stand he is mentally challenged. She
13 handles his financial affairs, not only financial affairs,
14 she handles personal affairs as far as looking after him,
15 and we ask that this case be allowed to go forward for your
16 consideration on the breach of contract.

17 THE COURT: All right. And Mr. Gorski, what I'm going to
18 do is I am going to dismiss the conversion action. As to
19 the others, everything I've heard so far indicates that Mr.
20 Fields and Ms. Miller, they're the ones that have been
21 talked about in this case. This case has been going on for
22 a while and now we're here. I'm going to go forward and --

23 MR. KOGER: Yes, Your Honor.

24 THE COURT: And deny your motion as to the breach of
25 contract and detrimental reliance, okay.

1 MR. GORSKI: Paula White is dismissed as a defendant;
2 correct?

3 THE COURT: Oh, yes. She is dismissed as a defendant
4 and the conversion action is gone, as well.

5 MR. GORSKI: We call Paula White.

6 THE COURT: Okay.

7 (WHEREUPON, Paula White was sworn
8 to tell the truth.)

9 THE CLERK: If you'll have a seat and state your name,
10 please?

11 MS. WHITE: My name is Paul White.

12 THE COURT: Your witness.

13 MR. GORSKI: Thank Your Honor. May it please the Court.

14 THE COURT: Yes, sir.

15 PAULA WHITE - DIRECT EXAMINATION

16 BY MR. GORSKI:

17 Q Paula, what's your relationship with Willie?

18 A Willie and I are significant others. We've been
19 together 19 years.

20 Q And you work together?

21 A Yes, we do. We own our own -- well, I run kind of the
22 office part of it.

23 Q And does Willie work in the field?

24 A Willie works in the field, he's a general contractor.

25 Q And did you have direct telephone and personal

1 conversations with the lady sitting here?

2 A Yes, I did.

3 Q And do you remember the first time you had contact with
4 Ms. Miller?

5 A She had been calling the office and asking about used
6 mobile homes.

7 Q Was that sometime in the last spring of 2011?

8 A Yes, it was.

9 Q And what did y'all discuss?

10 A Well, first of all, I tried to figure out what type
11 home would be best for her needs. At first she was talking
12 about a single-wide. This went on over a course of several
13 weeks.

14 Q Did you send pictures to her over the internet?

15 A I did. I would send pictures over the internet and she
16 would go to the library and look at them, because that's
17 where she had to go at that time to look at them.

18 Q And did y'all agree on a home that -- who did you
19 understand this home was for?

20 A I understood it was for her and her brother, okay.

21 Q And did y'all agree on a home?

22 A Well, I actually found three. I found two double-wides
23 and a single-wide that we initially talked about and what I
24 did was I worked up a price range on all of them and what
25 would have to be done to each and we sent the pictures to

1 her and she selected the one she liked the best out of the
2 three. Now, the single wide being the least expensive, the
3 smaller double-wide, which was like a 24 by 44 the next one,
4 which needed a good bit of work. Then the next one, the one
5 that she finally selected was like a 28 by 56, I believe.

6 Q Is that the 1995 Southern Mobile Home?

7 A Yes, it is.

8 Q And do y'all usually write up contracts before you
9 begin working?

10 A We do. With Ms. Miller's circumstances, her being in
11 Kentucky and stuff we did things a little different. We did
12 proceed based upon, you know, trying to accommodate with her
13 being so far away.

14 Q Was there ever an intention that there would never be a
15 written contract?

16 A No. Matter of fact, we had called several times and
17 told her we had to get the contract signed, we had to get it
18 signed and she kept putting us off. Couldn't make it that
19 week, couldn't make it the next.

20 Q Was that in August?

21 A I would say July and August. Latter part of
22 July/August.

23 Q All right. Let's just go chronologically just we can
24 kind of --

25 A Uh-huh. (Affirmative response.)

1 Q -- keep things in order. At some point, y'all agreed
2 on the 19 -- on the Southern --

3 A On the --

4 Q -- on the Southern Mobile Home?

5 A Yes.

6 Q What happened next?

7 A We had already -- first of all, yes, there was a check
8 exchanged for \$12,000.

9 Q What did y'all use that money for?

10 A Well, first of all, we told her when we got the check
11 and I found the home, the bank told me that, they said,
12 Paula, if you want this home --

13 Q Don't say what the bank said.

14 A Okay. Well, I had to purchase the home.

15 Q Okay.

16 A And so I used her money and our money to purchase the
17 home.

18 Q So at this point, y'all, Willie's company, Willie --
19 you bought a home.

20 A Yes.

21 Q And where was it?

22 A It was on a property on Tabor Road, T-a-b-o-r, I
23 believe. It was close to our business, you know, where I
24 would go and I would break it down.

25 Q Out on the Gaston/Edmund area?

1 A Yes.

2 Q And where did y'all have to move it?

3 A Yes. We moved it to her aunt's property in Gaston.

4 Q Did y'all move it?

5 A Yes.

6 Q Okay. Generally what's the charge for that?

7 A Well, breaking down and moving a mobile home, a double-
8 wide is going to cost about \$4,000.

9 Q And that's just --

10 A That's just the breakdown and the move?

11 Q That's just a general price; is that correct?

12 A Yes.

13 Q If I called you up and said, hey, I've got a mobile
14 home in Leesville or Batesburg would I be looking at what
15 that's going to be?

16 A I would say an average, yes.

17 Q Could be a little bit more, a little bit less once you
18 see the home?

19 A Yes. Once you see the home.

20 Q And did you move it to her aunts address and was that
21 132 North Carlyle Street in Gaston?

22 A Yes.

23 Q And about around when did y'all do that?

24 A I would say almost immediately upon purchasing, which
25 would have been in the later spring, early summer. I'm,

1 once gain, not having a date in front of me saying when I
2 purchased it.

3 Q And how much work were you going to do before you got a
4 written contract?

5 A Well, that's why we stopped, because we kept getting
6 put off on the contract. We moved the home, we set the
7 home, we skirted the home, we decked the home. We put a
8 well or septic in -- a septic in because it had city water.
9 We also had to pay a water tap fee for the city water. We
10 put a power pole up, we connected to the house. The house
11 had carpet in it originally. She didn't want the carpet
12 because her brother had dogs. She wanted this vinyl put
13 throughout the home. So we had to rip up the carpet and we
14 put down vinyl. Then we went in and we painted the home,
15 getting the home ready. At this point, we had more than
16 spent her money and a good bit of ours. And --

17 Q At some point she came down and she was here in South
18 Carolina, correct?

19 A Yes.

20 Q And was that around August of 2011?

21 A Yes.

22 Q And at that time -- and I only want you to tell me what
23 you were there for -- were you there when she and Willie
24 went around and looked --

25 A No.

1 Q Okay. Now, did you look at the house at all?

2 A Yes.

3 MR. GORSKI: Your Honor, may I approach the witness?

4 THE COURT: You may.

5 BY MR. GORSKI:

6 Q All right. I'm going to hand you two packets of
7 pictures. I'm going to hand you one pack at a time so they
8 won't get mixed up. I want you to just flip through those
9 pictures and tell me if you recognize them?

10 A I don't have glasses. Willie's got a pair. They're
11 just reading glasses.

12 Q We're all there. We know what you're talking about.

13 A Okay.

14 Q You've gotten about 10 to 15 percent through. Let me
15 stop you.

16 A Yeah.

17 Q Do those pictures look familiar?

18 A I've seen these pictures when we went to the other
19 litigation --

20 Q Did you see the home at all?

21 A I did see the home. I went and I looked at the home
22 first and found the home originally.

23 Q And were those pictures taken after you and Willie and
24 your company had finished all the work?

25 A Some of these pictures were taken -- I can see some of

1 them that might have been taken after some things were done,
2 but I can also see where some of these pictures look like
3 they were taken prior to -- for example, right here you can
4 see where painting went on and vinyl floors were put down.
5 Okay.

6 Q I'm going to stop you right there. Let's put the
7 rubber band back on these pictures. I want you to look at
8 -- I'm handing you Defendant's Exhibit No. 1. Do you
9 recognize this?

10 A Yes, that's the contract that I typed up.

11 Q And you do the office, Willie does the outside --

12 A Uh-huh. (Affirmative response.)

13 Q -- did you type that up?

14 A Yes, I did.

15 Q Before you typed that up had you and the plaintiff
16 agreed on a contract price for the mobile home?

17 A We had discussed it when we did the three originally
18 and I gave her a rough idea of what we were going to be
19 looking at but also understanding that there were a few
20 things that we might not know until we were done.

21 Q And what was the -- how much did you want for the
22 mobile home?

23 A Okay.

24 Q And how much did you want for the mobile home?

25 A Okay. \$45,400.

1 Q And she had already paid?

2 A \$12,000

3 Q And y'all were going to be the bank --

4 A Uh-huh. (Affirmative response.)

5 Q -- You're were going to tote the note; correct?

6 A Yes.

7 Q And when was the first payment due?

8 A The first payment was going to be due September 15,
9 2011.

10 Q If I had to pay my first payment on September 15, would
11 it be reasonable for me to assume that everything would have
12 been done by then?

13 A Yes.

14 Q And so were you promising everything on that punch list
15 or completion list or whatever you want to call it would be
16 done by September 15?

17 A Yes.

18 Q Did -- what happened next?

19 A When we went to get the contract signed -- Okay, when
20 we went to get the contract signed, Ms. Miller pretty much
21 refused to sign the contract. You know, at that point, I
22 was not going to do any more work. I'm already into it this
23 deep, you know, why would I go and invest more money into
24 property that I don't own and a home now that I'm going to
25 have the expenses of moving again.

1 Q And at some point did she tell you, I don't want the
2 home?

3 A I believe she communicated that with Willie. I never
4 had that conversation with her.

5 Q Okay, but at some point --

6 A Uh-huh. (Affirmative response.)

7 Q -- you knew you should try to sell the house to
8 somebody else?

9 A That's right.

10 Q Did you sell the house to somebody else?

11 A I did.

12 Q Who did you sell the house to?

13 A Patricia Dent.

14 Q D-e-n-t?

15 A Yes.

16 Q And did you have to tear down the house from Carlyle
17 Street in Gaston?

18 A Yes.

19 Q Did it have to be moved over to Patricia's property?

20 A Yes.

21 Q Where does she live?

22 A She lives in Gaston on Hass Lucas.

23 Q And how much did it cost --

24 A Well --

25 Q -- in tear down fees?

1 A Well, once again, you're looking at at least right at
2 the same figure, about \$4,000.

3 Q \$4,000.

4 A And then resetting it.

5 Q And you do the office work, right?

6 A Yes, sir.

7 MR. GORSKI: May I approach the witness, Your Honor.

8 THE COURT: You may.

9 BY MR. GORSKI:

10 Q Do you recognize this document?

11 A Yes, sir.

12 Q What is it?

13 A This is the invoice that Mr. Fields typed up showing
14 the work that had been done already on the home.

15 Q And is that the type of invoice you all would generate
16 in the normal course of business?

17 A Yes.

18 Q Do you recognize this as an invoice from your company?

19 A Yes, sir.

20 Q And do you also recognize it as an invoice specifically
21 dealing with the 1995 Southern Home that is the subject of
22 this dispute here today?

23 A Yes, sir.

24 MR. GORSKI: Your Honor, I ask that this be admitted as
25 Defendant's No. 2.

1 THE COURT: Any objection?

2 MR. KOGER: No objection, Your Honor.

3 THE COURT: Okay. Defendant's No. 2, invoice, is in
4 without objection.

5 (Defendant's Exhibit No. 2,
6 invoice, was marked and entered.)

7 BY MR. GORSKI:

8 Q All right. Now, we're going to go down it line by line,
9 and --

10 THE COURT: And Mr. Gorski, I don't mean -- I can read
11 it.

12 MR. GORSKI: Oh, I want to ask her a question. I'm not
13 going to ask her to repeat it. I'm just going to ask her
14 questions.

15 THE COURT: Okay. I just wanted to make sure --

16 MR. GORSKI: Thank you, Your Honor.

17 THE COURT: Okay.

18 MR. GORSKI: And if it's okay, Your Honor, I want to set
19 up my question.

20 THE COURT: You set it up however you want to. I just
21 wanted to make sure you knew I could read.

22 MR. GORSKI: Yes, sir.

23 BY MR. GORSKI:

24 Q Paula, do you agree with me that some of the things you
25 did for this mobile home you didn't have to do a second time

1 --

2 A Yes.

3 Q -- for Ms. Pat --

4 A Yes.

5 Q What I'd like you to do is I'd like you to go through
6 -- I'll give you -- let's take the first one, install vinyl
7 floor coverings throughout the home. Did it stay that way
8 for Ms. Pat?

9 A Yes.

10 Q And so even if it was on the invoice to Ms. Miller,
11 y'all didn't have to pay for that twice?

12 A No.

13 Q Is that correct?

14 A Yes.

15 Q Now, but, of course, you had to redo the septic for Ms.
16 Pat, when you set it up for her; correct?

17 A Absolutely.

18 Q And I want you to go through and I'm going to ask you
19 to -- I'm going to ask you to take my pen and I want you to
20 put a little star by everything that y'all either had to
21 charged for twice or you couldn't get back because you had
22 to -- because Ms. Miller decided not to purchase the mobile
23 home?

24 A (Witness complies.) I think I'm good.

25 Q Paint walls throughout, \$2500. Y'all had to redo that?

1 A Yes, sir, because during the time that Ms. Miller left
2 and I sold the home to Ms. Dent, which I think was within a
3 couple of weeks of Ms. Miller leaving there was some
4 vandalism done on the home and severe vandalism. All the
5 walls had big old holes in them and all the sheet rock had
6 to be redone, all the paint had to be redone.

7 Q Install power pole, \$1,000. That had to be redone?

8 A Yeah, because the pole had to be moved and then rewired
9 and redone. And wiring is always different on every home
10 depending on how far it is from the home.

11 Q Reset home. That's the moving it. That's the \$4500?

12 A Yeah. Once you get it there you've got to reset it.

13 Q Install the water line, \$600; correct?

14 A Yes, sir.

15 Q Water tape, \$540. You had to redo that; correct?

16 A Yeah.

17 Q The dozier work at the site, \$650. You can't take that
18 back?

19 A You can't take that back.

20 Q Install septic system \$2500. You can't take that back;
21 correct?

22 A Correct.

23 Q Break down home and ready for transport, \$2200. You
24 can't take that back; correct?

25 A Yes, sir.

1 Q And then --

2 A I think that's pretty much it.

3 Q And then there's another \$500 dozier -- so is it \$600
4 altogether or is it \$600 and \$500?

5 A I think it's just \$600.

6 Q Okay. Were there any other costs that your company or
7 partnership with Mr. Fields, that you all came out of pocket
8 for directly resulting in -- directly resulting from Ms.
9 Miller cancelling the contract?

10 A I mean, I came out of pocket, we did, originally to
11 purchase the home. Other than my time and running around.
12 I had gas and time involved in finding the home.

13 Q And what is the total amount you're asking from Ms.
14 Miller?

15 A (No response.)

16 Q Is it more than \$14,000?

17 A I would say yes based on --

18 Q What do you think it is?

19 A Well, if I sit and I looked at the whole thing and the
20 \$12,000 and all the money invested and spent and the time I
21 would say 15 just basing it on what you've got right there.

22 MR. GORSKI: May I approach the witness, Your Honor.

23 THE COURT: Certainly.

24 BY MR. GORSKI:

25 Q Did you keep track of when Ms. Miller called?

1 A I have a book right there that shows many of the calls
2 that she made?

3 Q If I hand you this book would it help refresh your
4 memory?

5 A I would say yes.

6 MR. GORSKI: May I approach the witness, Your Honor?

7 THE COURT: Yes.

8 BY MR. GORSKI:

9 Q Did you blow off Ms. Miller and tell her that you
10 didn't know when it was going to get done?

11 A No, sir.

12 Q Okay. How many times did y'all talk from late spring
13 to when she came down here in August, approximately?

14 A Oh, goodness. I would say, you know, if I look at this
15 you're going to find a dozen or more, but I would say more
16 than that, because she was real good at calling me and I was
17 -- I called her back when I got her messages.

18 Q Would you say that y'all were in touch?

19 A Yes.

20 Q And would -- and did you have any agreement for her to
21 bring her brother down and move him into the house and y'all
22 would get it fixed up?

23 A I did not have that agreement, no, sir.

24 Q And did you have an agreement to take care of their
25 case while they stayed down here for a couple of weeks?

1 A No, sir. I did not have that agreement.

2 Q And you all agreed to have -- I withdraw that question.
3 Did you promise her the house would be ready in 30 to 60
4 days?

5 A No, sir.

6 Q What did you promise her before the written contract?

7 A Before the written contract?

8 Q When y'all were on the phone and you promised her, I'll
9 have the house ready by --

10 A Well, the last conversation I had with her and several
11 other conversations was, you know, we were close to getting
12 the house ready, but that we had to get some paper work. I
13 had to get some documentation. I couldn't just keep going
14 and going and going and not have any contract in writing to
15 cover our costs.

16 Q And y'all sell a lot of homes?

17 A I probably sell two or three a year. That's not our
18 main thing. I also do HUD work.

19 Q And do you have written contracts on all of them?

20 A Yes, I do.

21 Q Did Ms. Miller give your company a chance to perform on
22 the contract, to finish it up?

23 A No, sir. When she came that day, as a matter of fact,
24 the last day they were there and she talks about not being
25 able to get us, it's very rare that you can't come to that

1 office and find the office open, but their truck broke down
2 and they were there all day. We even went to far as to send
3 down to Advance to get tools and all for them to work on
4 their truck. So --

5 Q That's all the questions I have. Answer any questions
6 Mr. Koger may have.

7 THE COURT: Mr. Koger, cross examination.

8 PAULA WHITE - CROSS-EXAMINATION

9 BY MR. KOGER:

10 Q You testified to the conversation that you had with Ms.
11 Miller, but it is possible that Ms. Miller had conversations
12 with Mr. Fields that you're not privy to?

13 A That's what I said. I said I'm sure there were.

14 Q And you stated at the beginning that you kind of
15 deviated from your usual routine when not operating under a
16 contract from the beginning; correct?

17 A Yes.

18 Q Now, you also testified to this mobile home being sold,
19 I think a couple of weeks later?

20 A I'm going to say two to four weeks. I took Ms. Dent
21 over and showed her the home.

22 Q Okay.

23 A Because I was showing her other homes, too.

24 Q Okay. And do you recall the purchase price you sold it
25 to Ms. Dent?

1 A It's was about the same price, 45, 46.

2 Q Okay. What was the down payment on that?

3 A On Ms. Dent, 10.

4 Q Okay. Were you privy to or had knowledge that Ms.

5 Miller was to be down to the middle of August to a completed
6 mobile home?

7 A I knew that Ms. Miller and Mr. Fields had been
8 discussing her coming and the time frame had changed several
9 times.

10 Q Okay.

11 MR. KOGER: Beg the Court's indulgence.

12 BY MR. KOGER:

13 Q And you had an opportunity to look through both of
14 these house -- the pictures; correct?

15 A I did.

16 Q All right. And would you agree that in either one of
17 these piles there was some unfinished work?

18 A There is some unfinished work, but I also agree that
19 those are not all the pictures of the completed work,
20 either.

21 Q And you also agree that, especially on top of those two
22 piles there were heavy mold?

23 A No, sir, there not. No, sir. That was in one little
24 closet.

25 Q Okay, but you do agree there was mold?

1 A No, sir, I don't.

2 Q You don't?

3 A No, sir.

4 Q That's not mold?

5 A I'll let you ask Ms. Dent that question that purchased
6 the home.

7 Q And how long did it take you to get the home ready for
8 Ms. Dent?

9 A Well, considering that all the walls had been knocked
10 through, it took a little longer to get the home ready, but
11 Ms. Dent chose to do things a little differently. After I
12 got the house moved to the property she wanted to do some
13 special custom painting and stuff. So she took her time
14 getting the house finished up after it was moved.

15 MR. KOGER: No further questions, Your Honor.

16 THE COURT: Mr. Gorski, anything on redirect limited to
17 his cross?

18 MR. GORSKI: Willie Fields.

19 THE COURT: Mr. Fields, come on down.

20 (WHEREUPON, Willie Fields was sworn
21 to tell the truth.)

22 THE CLERK: Have a seat and state your name for the
23 record, please, sir.

24 MR. FIELDS: My name is Willie Fields.

25 THE COURT: Your witness.

WILLIE FIELDS - DIRECT EXAMINATION

BY MR. GORSKI:

Q Mr. Fields, I'm going to cut to the chase. Was there an agreement to have the house move-in ready when Ms. Miller came to South Carolina in August?

A The agreement was we would have the house ready provided that we had a written contract. We were scheduled on two or three different occasions for her to come down to sign the contract and there was a no show. It got to the point that I said, I can't go any further in working on this house until we get something in writing.

Q And did she, in fact, come down sometime in August 2011?

A Yes, sir.

Q And did you and her walk through the property together?

A Yes, sir.

MR. GORSKI: Your Honor, may I approach the witness?

THE COURT: You may.

BY MR. GORSKI:

Q I want to ask you to flip through the stack of pictures. I don't want you to talk about the pictures individually, but as a whole, Plaintiff's Exhibit No. 2. Take your time and flip through them and then I'll ask you a question after you flip through them.

A (Witness complies.) Okay.

1 Q Do you agree or disagree that those pictures show the
2 house unfinished?

3 A This definitely shows it unfinished.

4 Q Were you given the opportunity to fix all the problems
5 in these pictures?

6 A No, sir.

7 Q Did you want to fix all the problems in the pictures?

8 A Yes, sir.

9 Q Did you with Ms. Miller, did you go through the house
10 and write out a punch list?

11 A Yes, sir.

12 Q Do you have a copy of that punch list?

13 A Not with me, I do not.

14 Q I'll show you Plaintiff's Exhibit No. 3. Flip through
15 these again, real fast. I mean, look through them and I'll
16 ask you a question about them as a whole. Take as much time
17 as you need to look at the picture and recognize them.

18 A (Witness complies.) Okay.

19 Q Do those pictures show the mobile home finished or
20 unfinished?

21 A Unfinished.

22 Q Were you given the opportunity to finish the mobile
23 home?

24 A No, sir.

25 Q I'm handing you Defendant's Exhibit No. 1. Do you

1 recognize that?

2 A Yes, sir.

3 Q Were you willing to live and abide by the terms of the
4 contract?

5 A Yes, sir.

6 Q Does it say that the first payment was to be made on
7 September 15?

8 A Yes, sir.

9 Q Would you have been able to fix all those problems in
10 about a month or so and have it move in ready on September
11 15?

12 A Yes, sir.

13 Q Did you fix all those problems for somebody else?

14 A All the problems on the house were corrected. Yes,
15 sir.

16 Q And who did you fix those problems for?

17 A Ms. Dent.

18 Q And did you receive any complaints from Ms. Dent after
19 she moved into it?

20 A No, sir.

21 Q I'm going to hand you what's been identified as
22 Defendant's Exhibit No. 2.

23 THE COURT: Mr. Gorski, if it's going to be cumulative
24 you can just make sure it's cumulative rather than --

25 MR. GORSKI: Yes, Your Honor.

1 THE COURT: Thank you, sir.

2 BY MR. GORSKI:

3 Q In addition to the things that Paula marked with stars,
4 is there anything -- are there any other expenses that you
5 incurred that you weren't able to be reimbursed when Ms.
6 Dent purchased the mobile home. Do you understand my
7 question?

8 A Yeah. The only thing I'm real confused on, when we
9 purchased the house originally the carpet in it, was nothing
10 wrong with it and did not need to be changed out. We
11 changed it out and put the vinyl in it per Ms. Miller's
12 request, so therefore had she not did that this would not
13 have been on here. And it would not have been a cost that
14 was incurred to anyone, but since she requested it we had to
15 change it out. So therefore there's \$3500 involved in
16 changing out floor covering that should not have been
17 changed to start with.

18 Q And are you asking to be reimbursed the \$13,950 that's
19 marked on here and the \$3500?

20 A Yes, sir. And also there was two dozier quotes on
21 here, on this statement. One was for building the pad and
22 the other one was for moving the house to location.

23 Q Are you asking to be reimbursed from the plaintiff
24 \$17,500?

25 A Yes, sir.

1 Q I want you to tell the Court the conversations you had
2 with Ms. Miller. Don't repeat the conversations Paula told
3 you about, just the conversations you had. When did you
4 first make contact with Ms. Miller?

5 A I could be wrong, but I'm thinking it was probably
6 about February, February, first of March.

7 Q And was that by phone?

8 A By phone. Yes, sir.

9 Q What did y'all talk about?

10 A She was wanting to move down here. She had an aunt
11 that was going to let her put a mobile home on her property
12 and all this kind of stuff. We got to a point, I was
13 talking to her about a single-wide and then she said, oh,
14 no, my aunt wouldn't let me move a single-wide over there.
15 I said, okay, that's fine. Then we looked around to find
16 something in the monthly payments that she could afford.
17 And we came up with, you know, the three options of a
18 single-wide and two doubles, and she made the choice of
19 which one she wanted. Now, mind you, she put \$12,000 down,
20 but that did not even come close to taking care of the
21 expenses that we had. We followed through on this thing
22 just by her word up until the point of actually getting the
23 contract signed and that's when she said no. And I think
24 everything was going fine until -- I think she fell in love
25 and wanted to move somewhere else rather than here.

1 Q And do you agree that you did some work on a verbal
2 contract?

3 A Yes, sir.

4 Q And was there a point where you were not willing to do
5 any more work on a verbal contract, that you wanted it in
6 writing?

7 A Yes, sir. After she didn't show two or three times
8 that she promised to show to sign the contract.

9 Q Now, wait -- do you remember a time frame, was it June,
10 July, August?

11 A No, sir. It started back about -- probably about May.
12 Supposed to come up this week and she couldn't make it. So
13 couple weeks -- two or three times of not being able to make
14 it and you start getting a little bit apprehensive. Then I
15 just told her, I said, you know, I can probably have you one
16 room ready when you get down here to live in. She said,
17 that's fine. I'm going to have a -- we'll live in a camper
18 until you get it done. So she shows up and she goes over
19 there and for whatever reason -- she goes through it, we
20 make a punch list. I said I'll take care of all these
21 things, that's no problem. She said, well, I'm not going to
22 sign the contract. I said, well, I can't do any work until
23 the contract is signed.

24 Q Was there anything that she wanted you to do that you
25 refused to do and -- that you were going to agree to do that

1 you didn't put on the punch list?

2 A No, everything was pretty simple.

3 Q So y'all had a punch list that you agreed to; is that
4 correct?

5 A Yes, sir.

6 Q And you asked -- did you ask her to sign a contract?

7 A Yes, sir.

8 Q Did you prepare a contract for her?

9 A Yes, sir.

10 Q Did she say, well -- did she want to make changes to it
11 or did she just refuse to sign the contract?

12 A She refused to sign it, and I said, well, what do you
13 want to do. She said, I'm not going to sign it. I said,
14 well, do you want me to sell the house and see if I can get
15 some of your money or what. She never would say anything.
16 Next thing I know we go to magistrate's court and get
17 brought up here.

18 Q And eventually were you able to move the trailer off
19 and sell it?

20 A Yes, sir.

21 Q Did you agree to pay her expenses while she was waiting
22 for you to fix up the house?

23 A No, sir.

24 Q Was there a period of time when you stopped working on
25 the house before she showed up in August?

1 A No, sir.

2 Q When did y'all actually put the house on the property.

3 A I don't rightly recall. I'm thinking probably first of
4 May, maybe April. I can't remember.

5 Q And were you asking her to sign a contract from May
6 until August when she finally came down here?

7 A Yes.

8 Q Did she ever give you a chance to fix the problems?

9 A No.

10 Q Answer any questions Mr. Koger may have.

11 A Yes, sir.

12 THE COURT: All right, Mr. Koger, your witness.

13 MR. KOGER: Yes, sir.

14 WILLIE FIELDS - CROSS-EXAMINATION

15 BY MR. KOGER:

16 Q Mr. Fields, did Ms. Miller sent the down payment in the
17 mail to you?

18 A No. She brought it.

19 Q She brought it?

20 A Yes, sir.

21 Q And I think you recall the check was made May 27, 2011?

22 A Made when?

23 Q Look at Plaintiff's Exhibit No. 1 and see what the date
24 of the check?

25 A Okay.

1 Q Is that correct, May 27, 2011?

2 A Yes, sir.

3 Q She was in your personal presence at that particular
4 time?

5 A That's right.

6 Q All right. And was the issue of a contract discussed
7 then?

8 A She knew a contract was forth coming. She had not
9 picked out a house at that time. Therefore, we could not
10 write a contract on something that didn't exist at that time
11 she gave that --

12 Q But you took the money at that time?

13 A Yes, sir. And we escrowed it. Yes, sir.

14 Q Ms. White testified to -- to your knowledge was that
15 unusual to not have a contract before you take the money?

16 A No, it's not unusual.

17 Q That's not unusual.

18 A No.

19 Q Now, you had a series of conversations with Ms. Miller
20 between May 27, 2011 --

21 A Uh-huh. (Affirmative response.)

22 Q -- and the time she came down here August of 2011;
23 correct?

24 A Yes, sir.

25 Q All right. And generally those conversations was about

1 what?

2 A When she was coming to sign the contract after we found
3 the house.

4 Q Okay.

5 A Okay. And in trying to set up a time when she could
6 make it. She had some conflicts or something I guess on the
7 times that we had actually scheduled. She cancelled on me
8 two or three times.

9 Q Did you ever thought about sending the contract to
10 Tennessee or Kentucky?

11 A No. If she says she's coming why would I want to do
12 that?

13 Q And just to make sure on this contract, you didn't sign
14 the contract either; correct?

15 A No.

16 Q Now, isn't it true that you indicated to Ms. Miller
17 that her home was going to be ready the middle of August?

18 A No, sir.

19 Q Okay. What was communicated to her?

20 A What was communicated to her was that I had taken the
21 house, as far as repairs, as far as I could take it until I
22 got something in writing. I said, I've got to have
23 something in writing. I said, I've done spent the money you
24 give me and mine, too. I said, it's sitting on your
25 property and I've actually got nothing.

1 Q Can you recall the repairs done on that home up to that
2 time, from May until August?

3 A Yeah. We got pictures of it. All the vinyl floors was
4 down, the walls was fixed. Painted. Delivered, set. Broke
5 down off the other place. You know, septic tank put in.

6 Q But you would agree there was substantial work undone
7 because you're had a chance to review these pictures;
8 correct?

9 A Not really a substantial amount, no.

10 Q Okay. You don't agree that this is mold in this mobile
11 home?

12 A If it was it was just surface. It wiped off. It
13 wasn't embedded into the wall board.

14 Q Now, you said before Ms. Miller went back to Kentucky
15 you was willing to sell the mobile home and see can she get
16 some of her money back; is that right?

17 A I asked her if she wanted me to do that. She wouldn't
18 say nothing.

19 Q Okay, but you sold the mobile home, though?

20 A Yeah. Didn't have nothing else to do with it.

21 Q What's the purchase price, again, to Ms. Dent?

22 A I can't tell you. She handled that.

23 Q Okay. Ms. White handled the business aspects of it?

24 A Yeah.

25 MR. KOGER: I have no further questions.

1 THE COURT: Anything on redirect related to his cross?

2 MR. GORSKI: No, Your Honor.

3 THE COURT: You may step down.

4 Call your next witness.

5 MR. GORSKI: last witness, Patricia Dent.

6 THE COURT: Okay.

7 (WHEREUPON, Patricia Dent was sworn
8 to tell the truth.)

9 THE CLERK: Have a seat and state your name for the
10 record.

11 MS. DUNN: Patricia Vaughn Dent.

12 THE COURT: Your witness.

13 MR. GORSKI: Thank Your Honor.

14 PATRICIA DENT - DIRECT EXAMINATION

15 BY MR. GORSKI:

16 Q Ms. Dent, do you know Mr. Fields and Ms. White?

17 A Yes, I do.

18 Q And how do you know them?

19 A I know them because I'd been trying to find a new home.
20 I was renting for several years. So I've known them for a
21 couple of years.

22 Q And did you purchase a 1995 Southern home from them?

23 A Yes, I did.

24 Q When did you do that?

25 A I did that -- the first time I saw it was late

1 September -- oh, when they realized that it was no good, the
2 sale wasn't going to go through.

3 Q Did you see it at Carlyle Street?

4 A Yes, I did. Willie took me there.

5 Q And --

6 MR. GORSKI: May I approach the witness, Your Honor.

7 THE COURT: You may.

8 BY MR. GORSKI:

9 Q I'm handing you what's been identified as Plaintiff's
10 Exhibit No. 2. These are 96 pictures. So flip through
11 them, take a look at them. I'm going to ask you some
12 questions after you've looked at them.

13 A (Witness complies.)

14 Q As far as you can tell are those pictures of the mobile
15 home that you bought?

16 A They -- must have done more. It wasn't like that at
17 all. There was maybe one or two items among those, but no.
18 The house, when I went and looked at it it was in move-in
19 shape.

20 Q And did you buy the house as-is or did you to expect
21 the house to be fixed up a little bit before you moved in?

22 A Well, there was things like -- what they had said, they
23 were going to put in a new counter and the sink, which is
24 about that. I have a creative mind, so as it was -- no, I
25 was going to do a lot of the fixing of and painting and

1 adding this and that.

2 Q And you live in the home now?

3 A Yes, I do and I love it.

4 Q Are there any holes in the walls?

5 A Not today, but when I went in the second time to look
6 at it, I took my husband with me because I was so excited.
7 We finally found the house that we wanted. Well, I took him
8 in, we looked at it on Friday, we went back on Saturday and
9 the holes were -- the whole place was wiped out.

10 Q Friday, Saturday when?

11 A It was in September.

12 Q Of 2011?

13 A Right after -- yeah. Willie showed -- we went to it on
14 Friday. I was really excited and there was no electricity in
15 it. So I had to wait until Saturday to take the husband.
16 So when we got there it was good, the next day Sunday we
17 wanted to go back and look because I had all these plans in
18 my mind, saying I wanted this here, this here, this here and
19 when I went in there I was devastated. There was holes in
20 every single panel. There was -- they looked like 12 inch
21 shoes that somebody could have kicked in the -- the master
22 bedroom was messed up. The entire great room, the whole
23 thing was --

24 Q Did Willie fix that up for you?

25 A Yes, they did. Once they moved it -- because I told

1 him, I didn't want any more damage. You need to move that
2 house to my land that I was buying from them. Okay.

3 Q Did you sign a contract with Willie?

4 A Oh, yeah. Oh, yeah.

5 Q And did he do everything that he promised you --

6 A Oh, yes, he did.

7 Q -- in the written contract?

8 A Yes, he did.

9 Q Was there any mold in your house?

10 A No, not when I moved in there wasn't.

11 Q And anything that --

12 A All the cosmetic --

13 Q I'm sorry. I didn't mean to talk over you.

14 A All the cosmetics that I wanted done that he said that
15 he would do, he did. The bathroom, everything was redone,
16 the kitchen counters, all that was redone. Everything was
17 as it should have been. Yeah. Yeah.

18 Q Before or after you signed a written contract?

19 A It was before. It was before.

20 Q And did you -- I'm sorry. And did he have to redo the
21 skirting when it went to your house?

22 A Oh, yes. Yes. I mean, he had to move it from the
23 Carlyle location and then he had to move it maybe two miles
24 to where my purchase land was, and, yeah, they had to go in
25 and had to clear the land of brush. So that took time for

1 them to do that?

2 Q Septic work? Power pole.

3 A Yep. That -- Huh?

4 Q Did they have to do a power pole?

5 A Yeah, everything.

6 Q So it was a blank lot?

7 A Yes, it was.

8 Q And it was all included in the contract?

9 A Yes.

10 Q And are you satisfied with the home?

11 A Yeah, I am.

12 MR. GORSKI: That's all the questions I have.

13 PATRICIA DENT - CROSS-EXAMINATION

14 BY MR. KOGER:

15 Q The first time you saw this property, Ms. Dent, was
16 late September?

17 A Yeah.

18 Q So you'd never seen it before --

19 A No, Uh-huh. (Affirmative response.) I was looking at
20 some other properties that they had available.

21 Q Okay. When had you made your down payment on your
22 property?

23 A I did that, actually, a year prior. I was making
24 monthly payments which gave them ample enough time to find
25 something because I wasn't really ready to get out of the

1 rental yet until I found the home that I wanted.

2 Q Okay.

3 A And so I paid over the progress of a year. Yeah.

4 Q And when did you sign the contract?

5 A Huh?

6 Q when did you sign the contract?

7 A I signed it October 31.

8 Q Okay. So about 30 days after you initially saw it?

9 A Yep.

10 MR. KOGER: I have no further questions.

11 THE COURT: Anything on redirect based on his cross?

12 MR. GORSKI: No, Your Honor.

13 THE COURT: Thank you, ma'am. You may step down.

14 MS. DENT: Thank you.

15 MR. GORSKI: Defendant's case, Your Honor.

16 THE COURT: Okay. All right, gentlemen, you want me to
17 review this and come up wit a decision?

18 MR. GORSKI: Yes, Your Honor.

19 MR. KOGER: Yes, Your Honor.

20 THE COURT: That's what I'm going to do then. I'll get
21 back to y'all with my decision. Thank y'all.

22 MR. KOGER: Thank you.

23 THE COURT: Y'all have a good day.

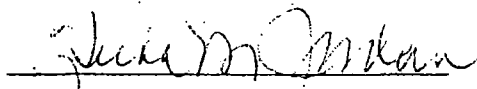
24 (This proceeding was concluded.)

25

C-E-R-T-I-F-I-C-A-T-E

I, THE UNDERSIGNED HILDA M. JORDAN, CVR-M, OFFICIAL COURT
REPORTER FOR THE FIRST JUDICIAL CIRCUIT OF THE STATE OF
SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A
TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE
HEARING IN THE CAPTIONED CAUSE, IN THE COURT OF COMMON PLEAS
FOR LEXINGTON COUNTY, SOUTH CAROLINA, ON THE 6 DAY OF
JANUARY, 2014.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL,
NOR INTEREST IN ANY PARTY HERETO.

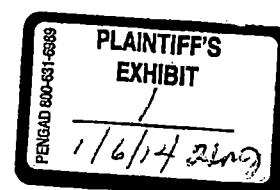


Hilda M. Jordan, CVR-M

November 20, 2014

GLENN TOOLE 8/03
DL KYNO. T01-637-972
1648
5-27-11
73-120/833
Date
PAY to the order of Willie Fields \$12,000.00
twelve-thousands/00/100
Units
BANK OF CADIZ & TRUST CO.
Cadiz, Hopkinsville, Murray, KY
For DANNY TRALEA
5015715 6/1/2011 1648 \$12000.00

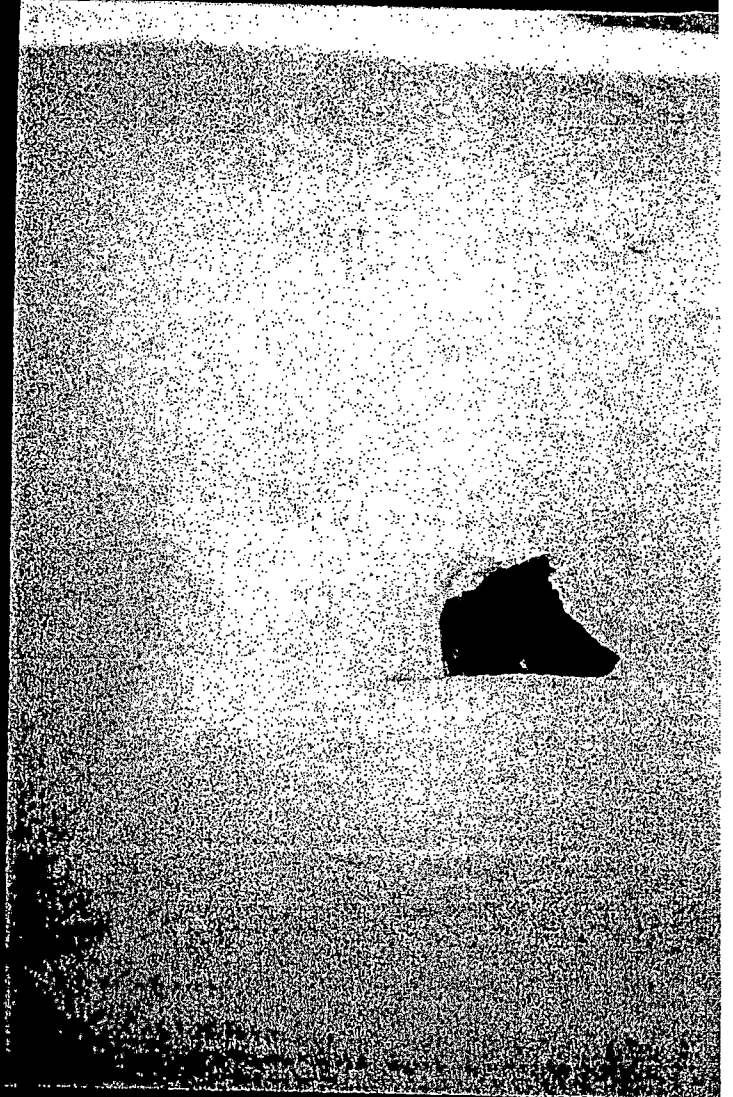
ED
FCB >053202208<
West Columbia
2011-05-31 009473880
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ROA000097



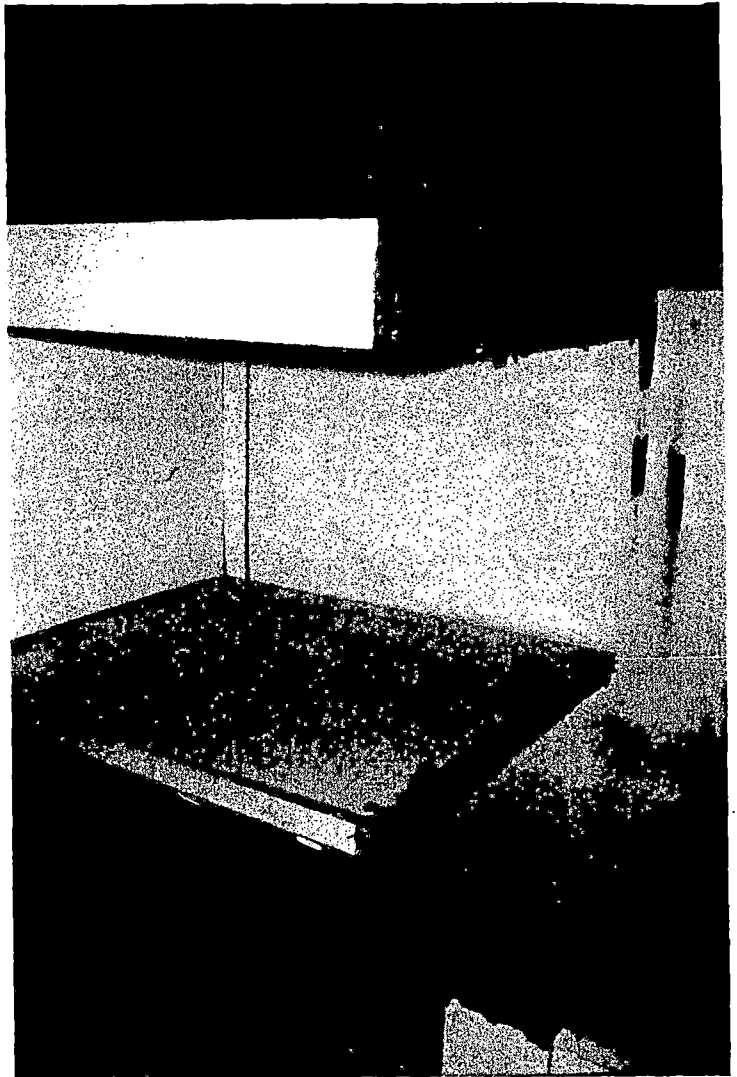
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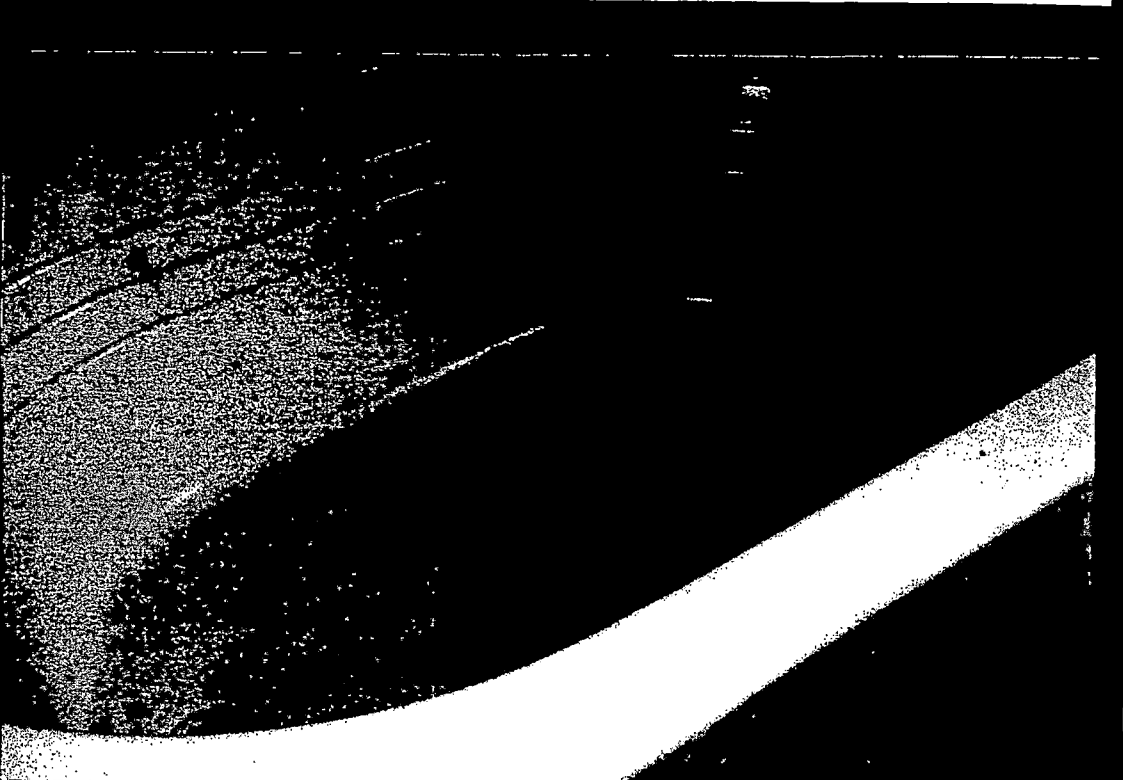
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ROA000100



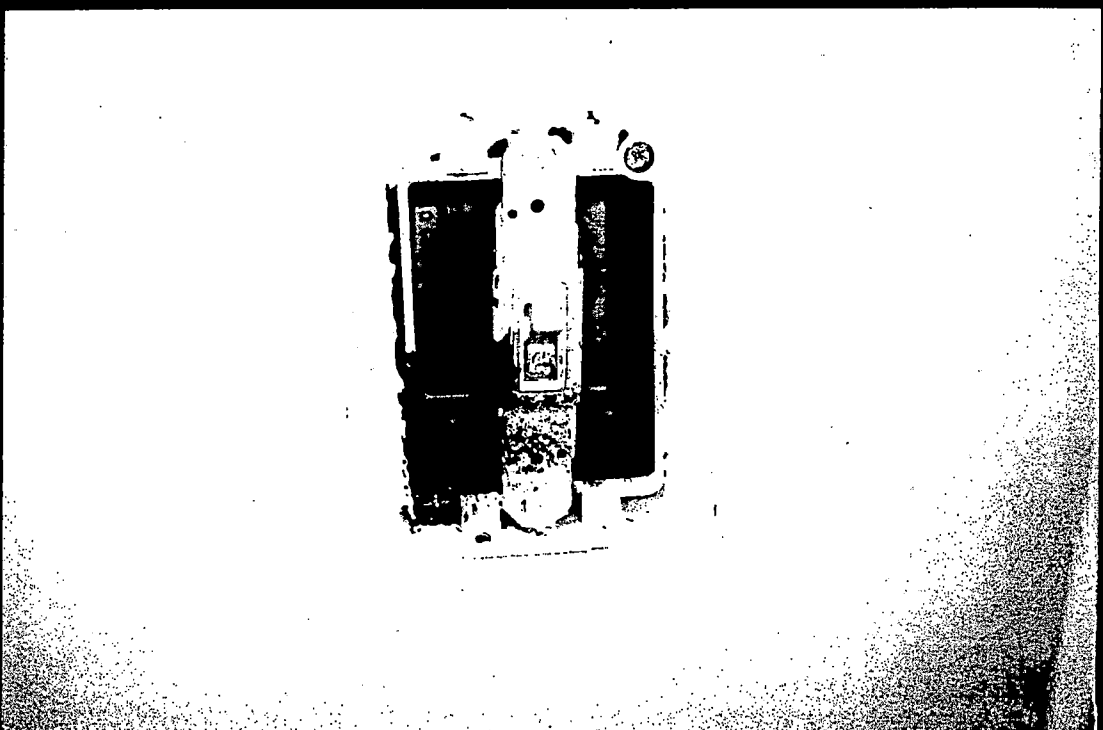
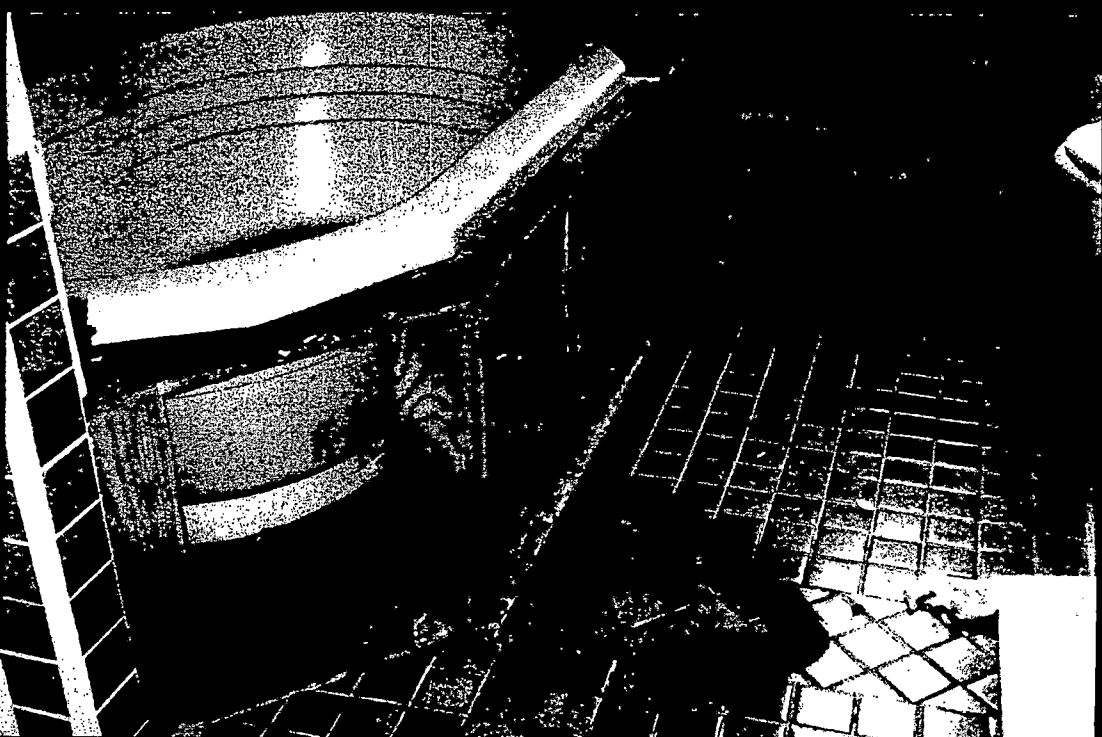
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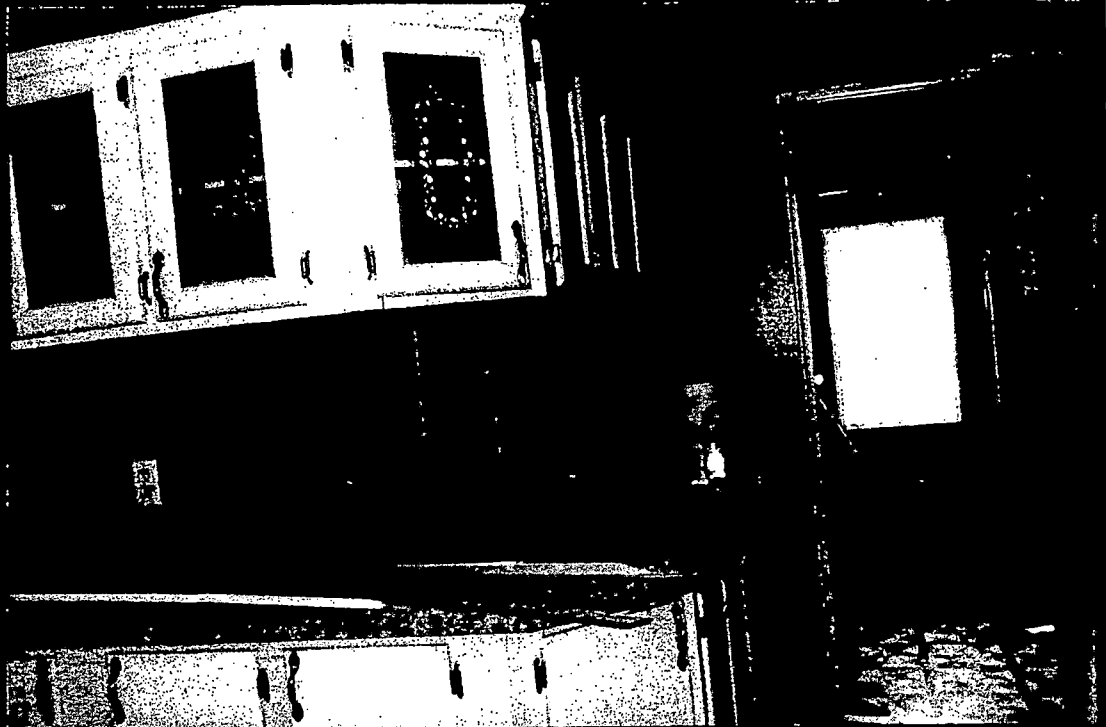
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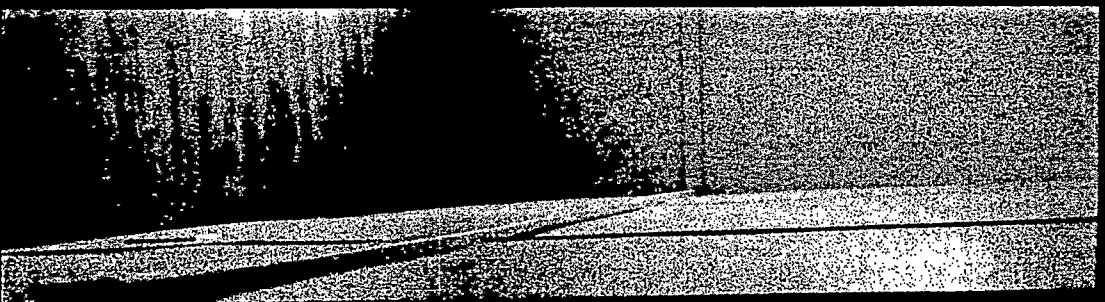
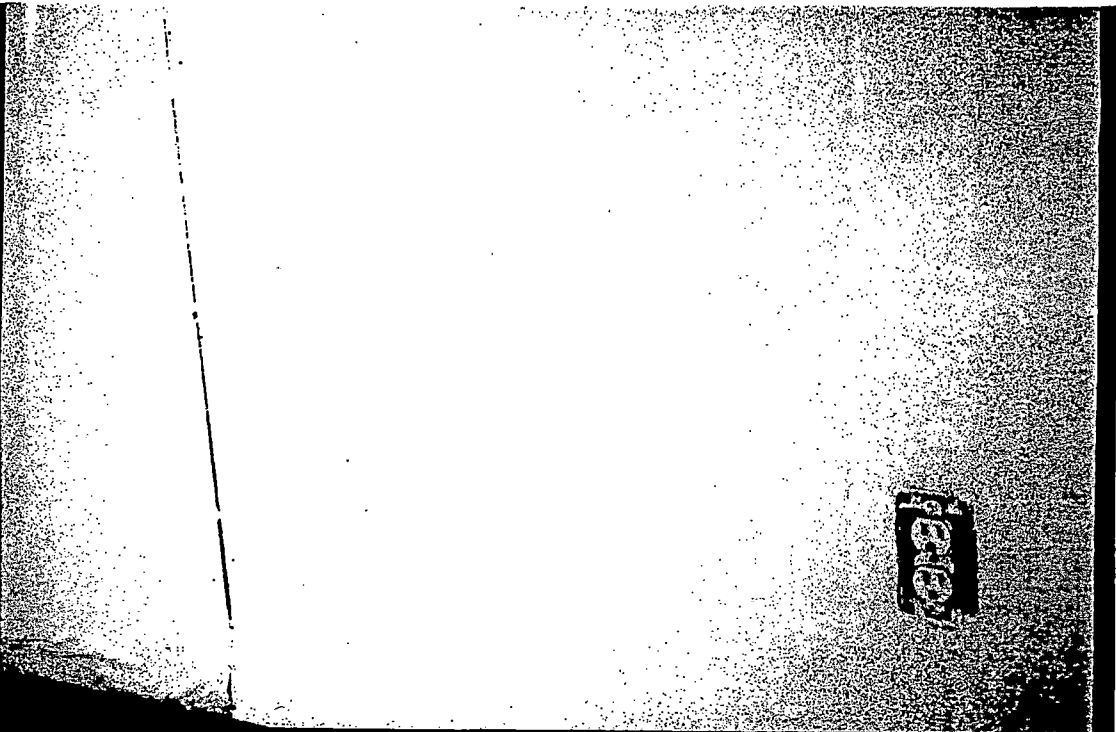
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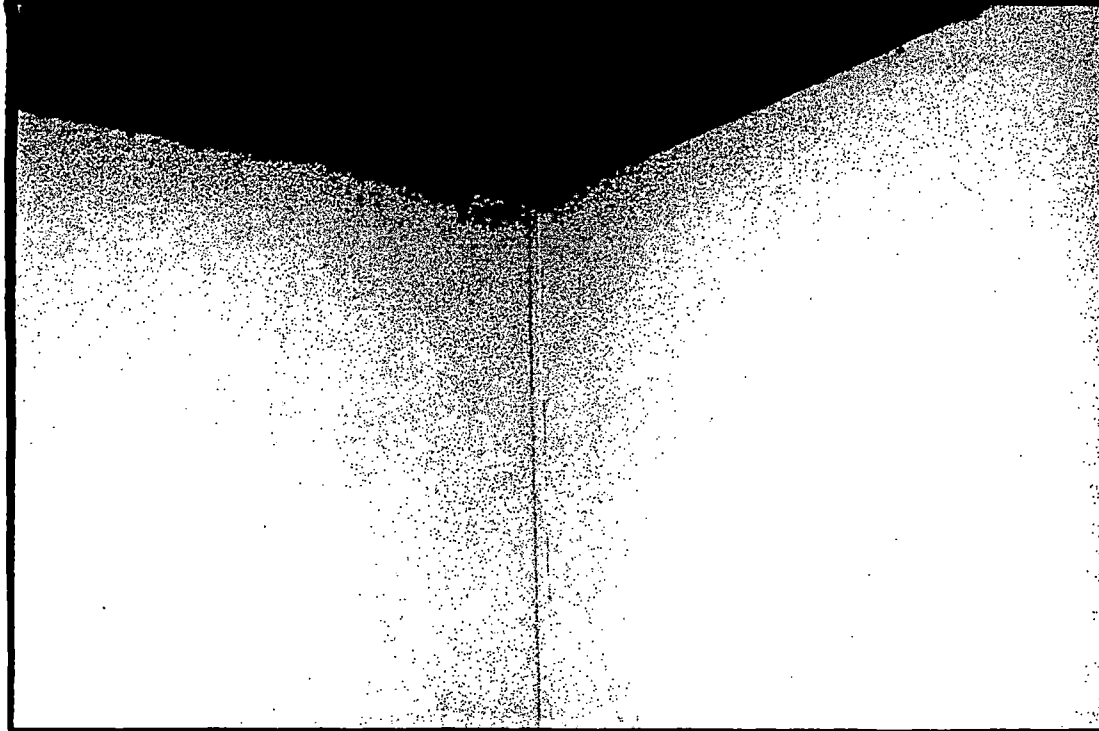
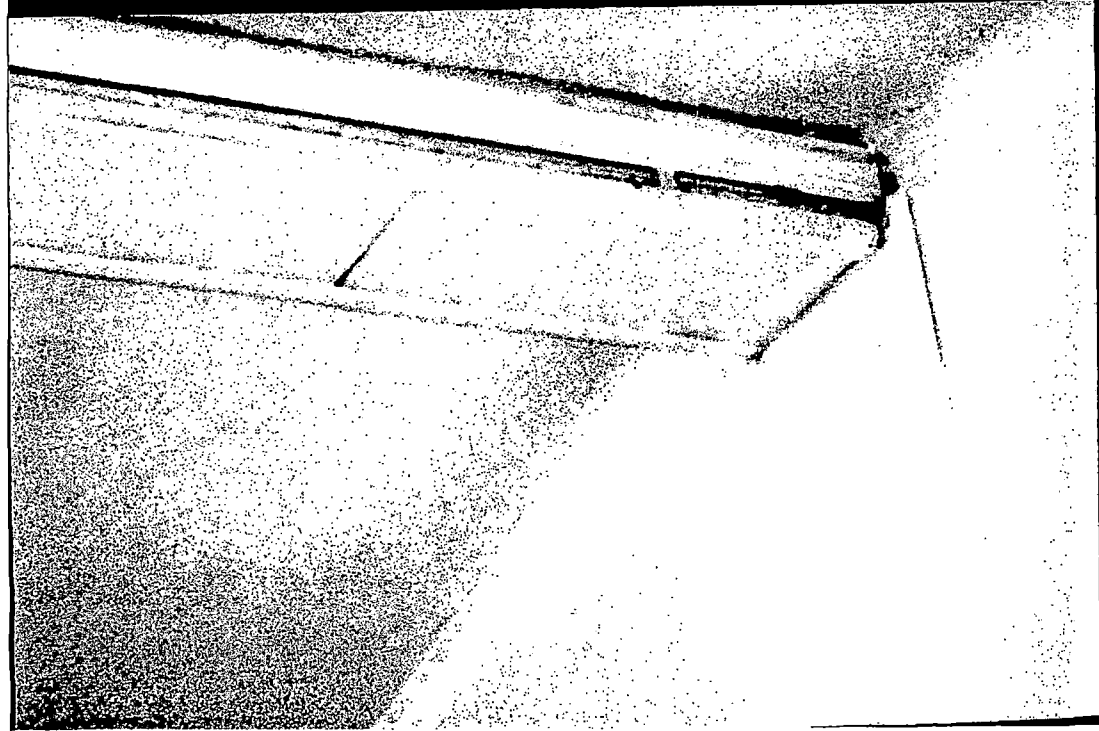
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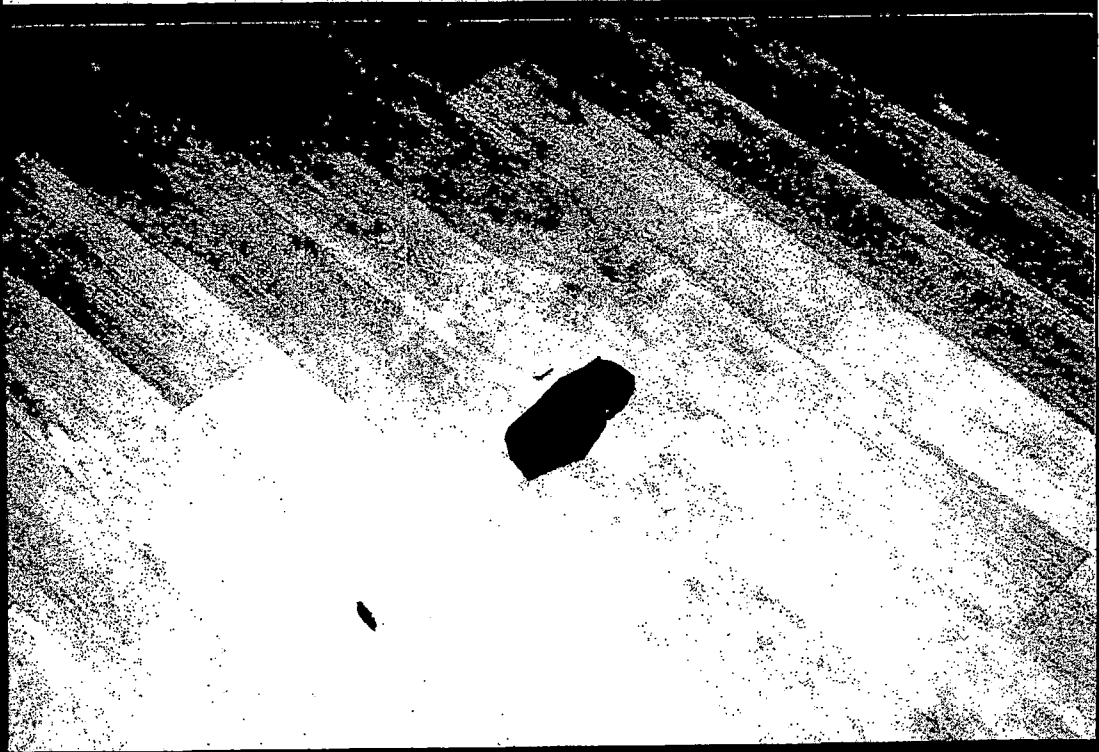
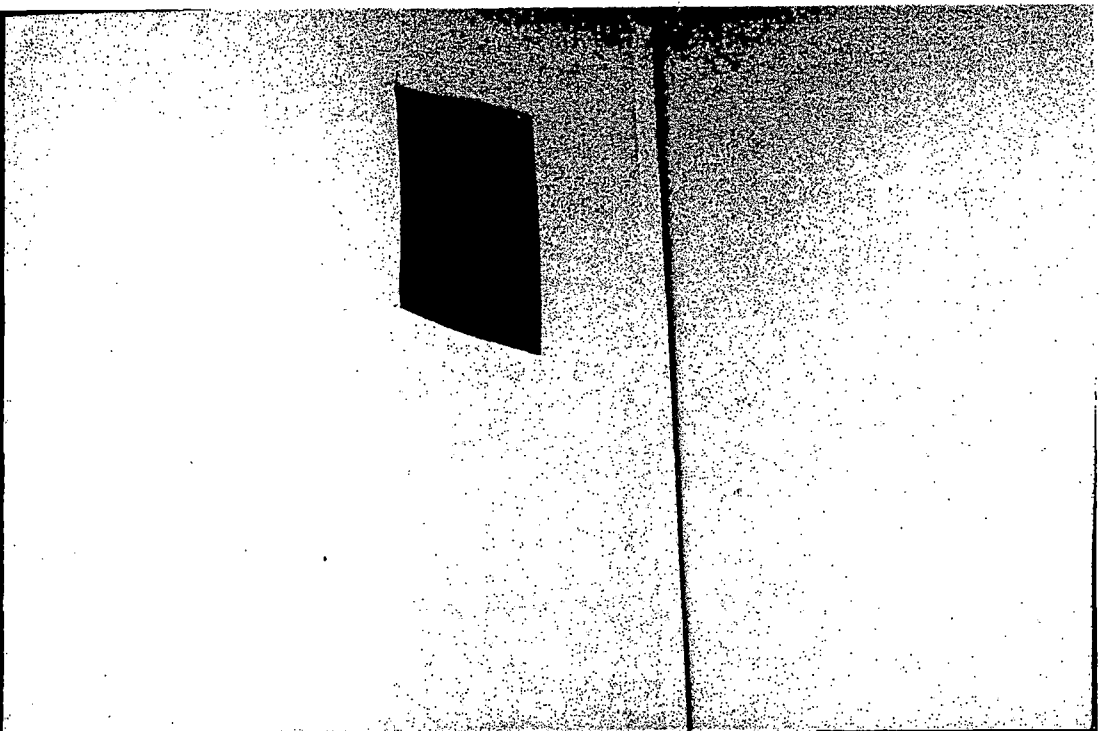
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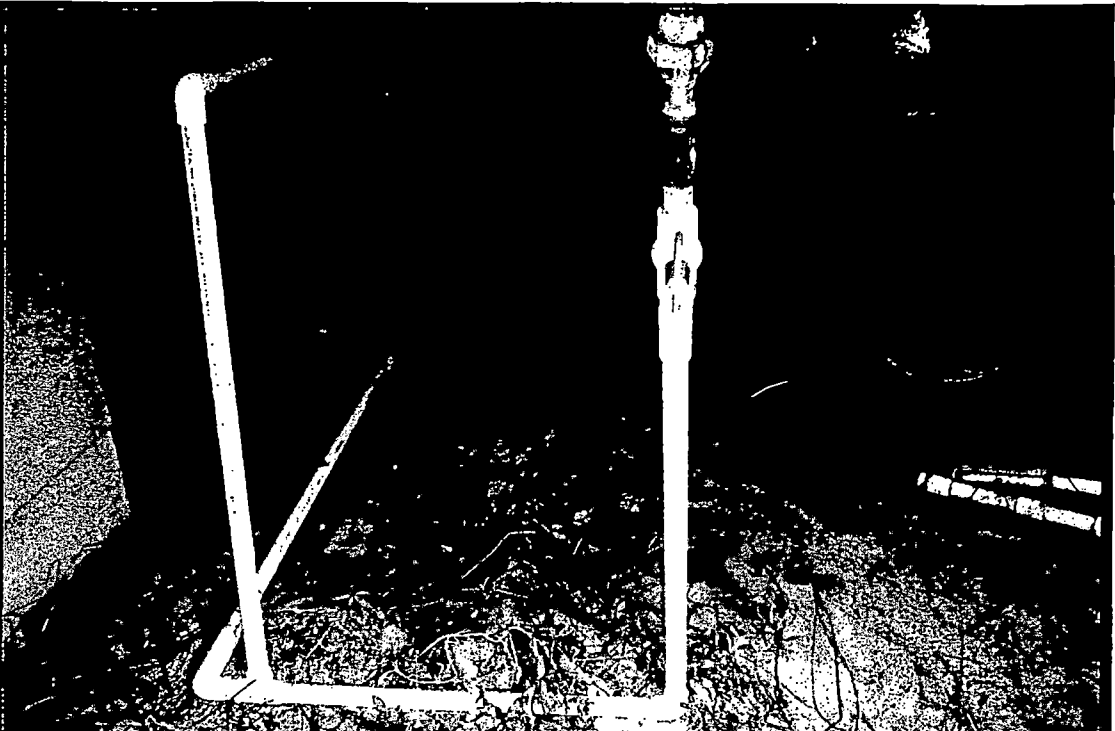
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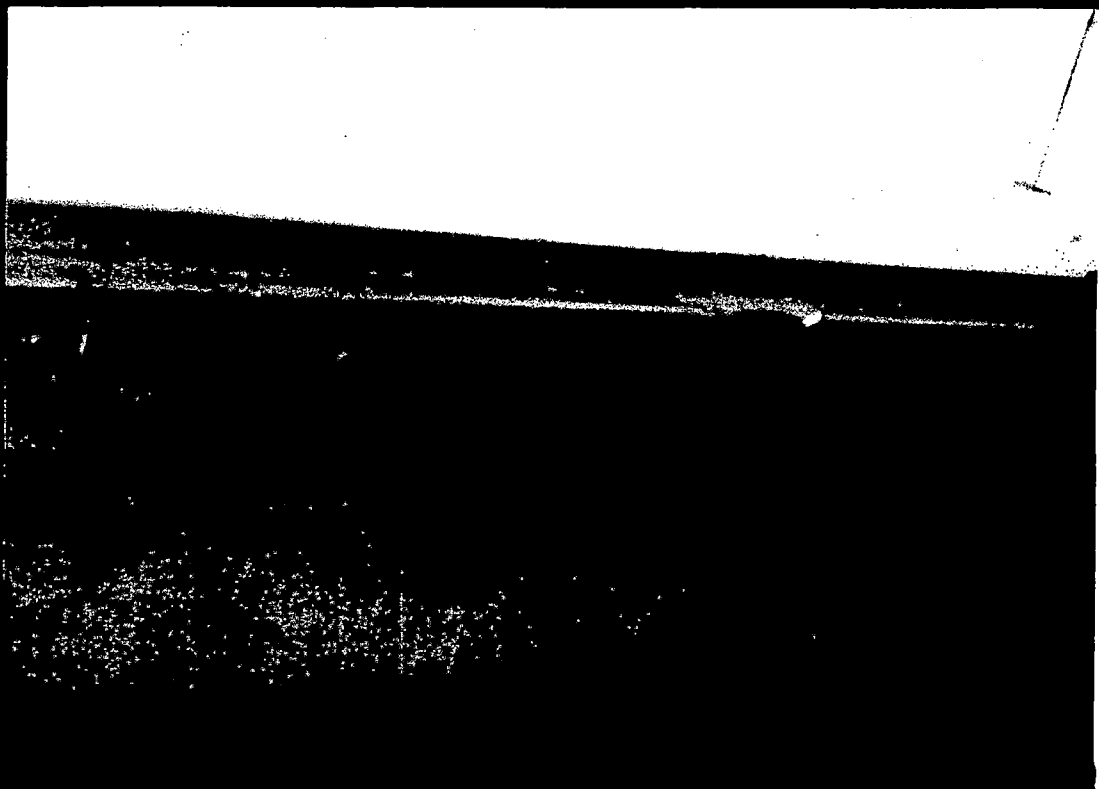
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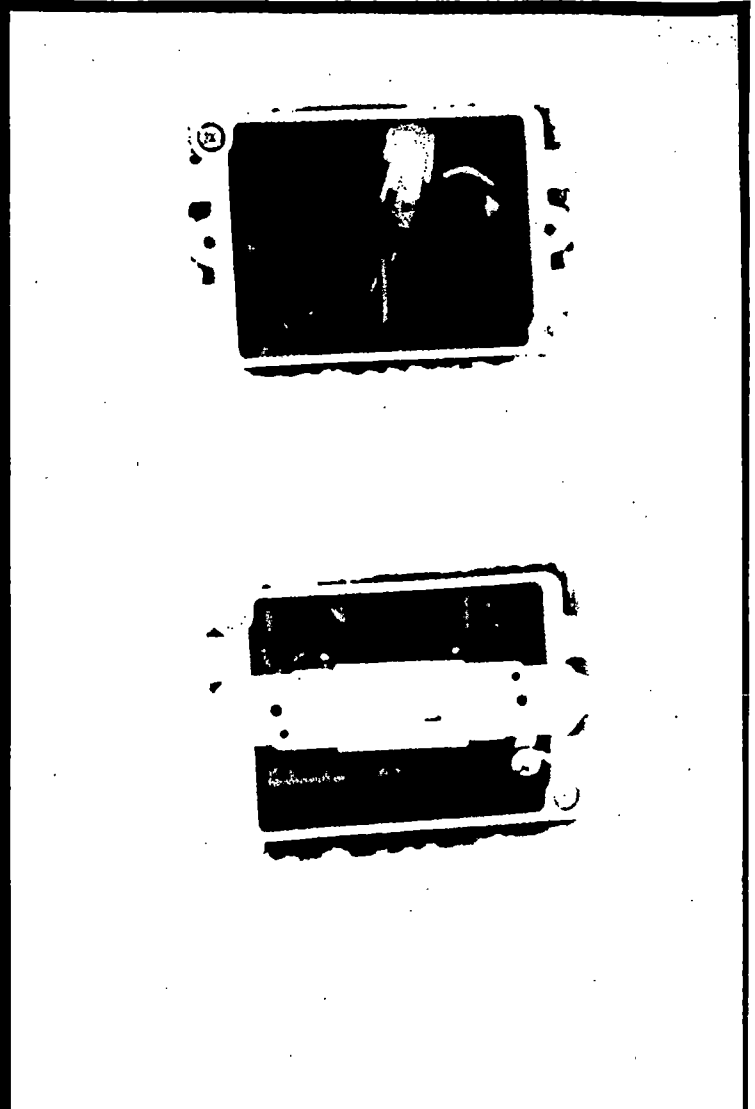
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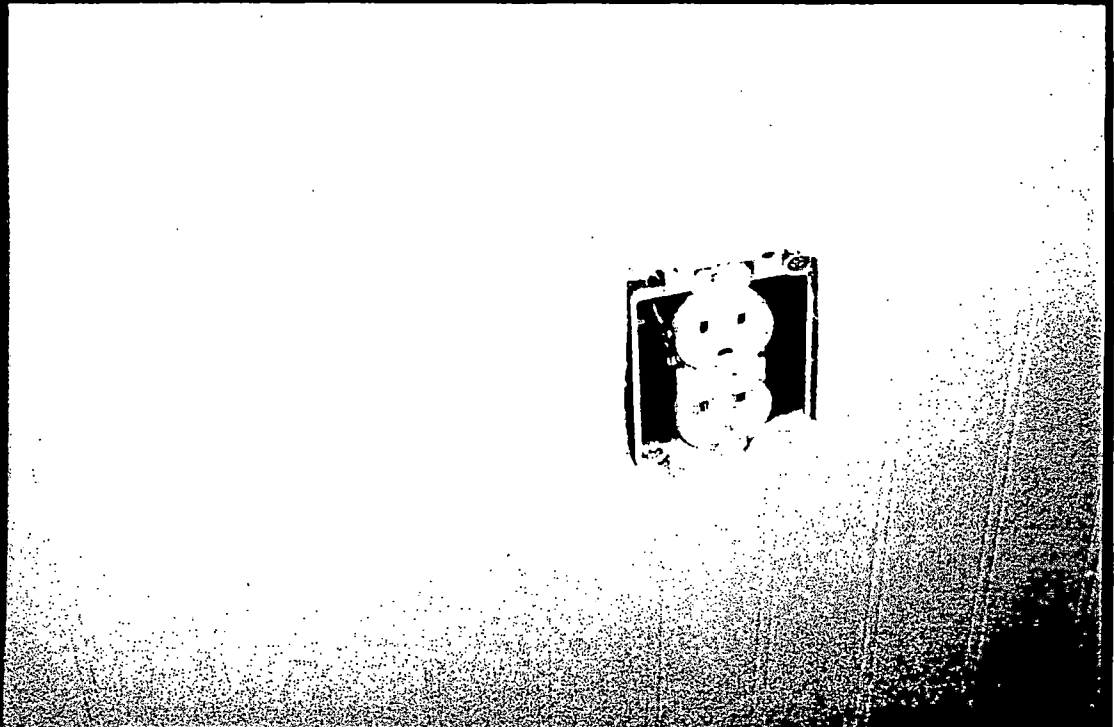
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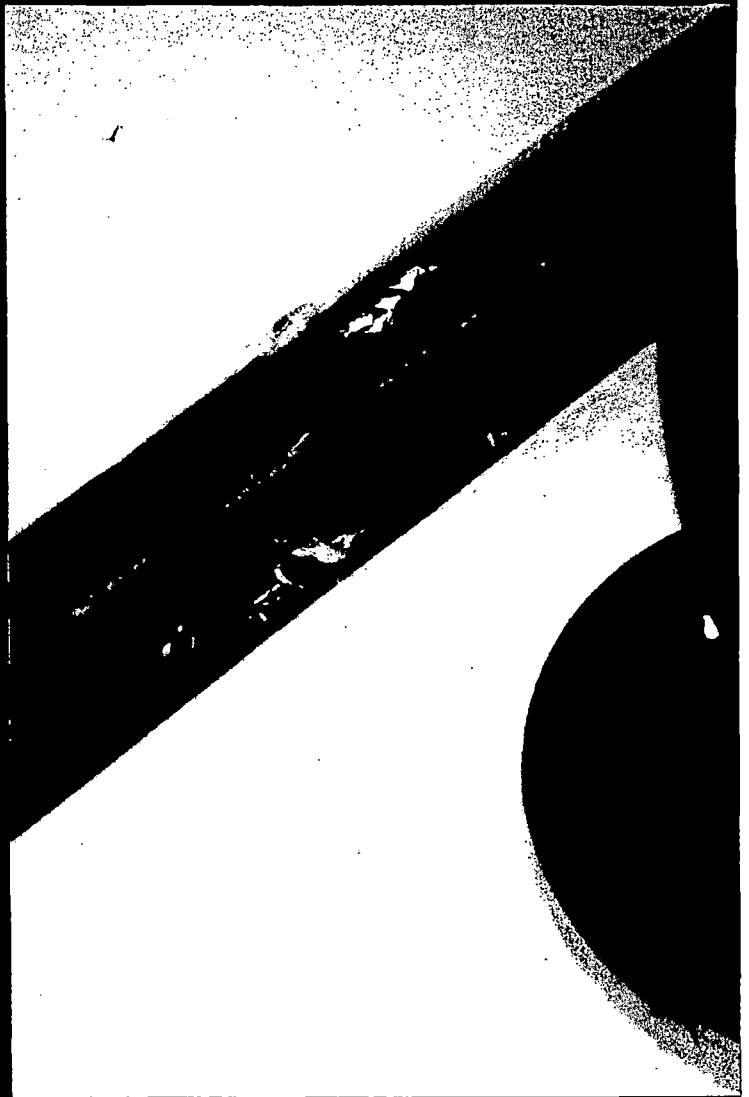
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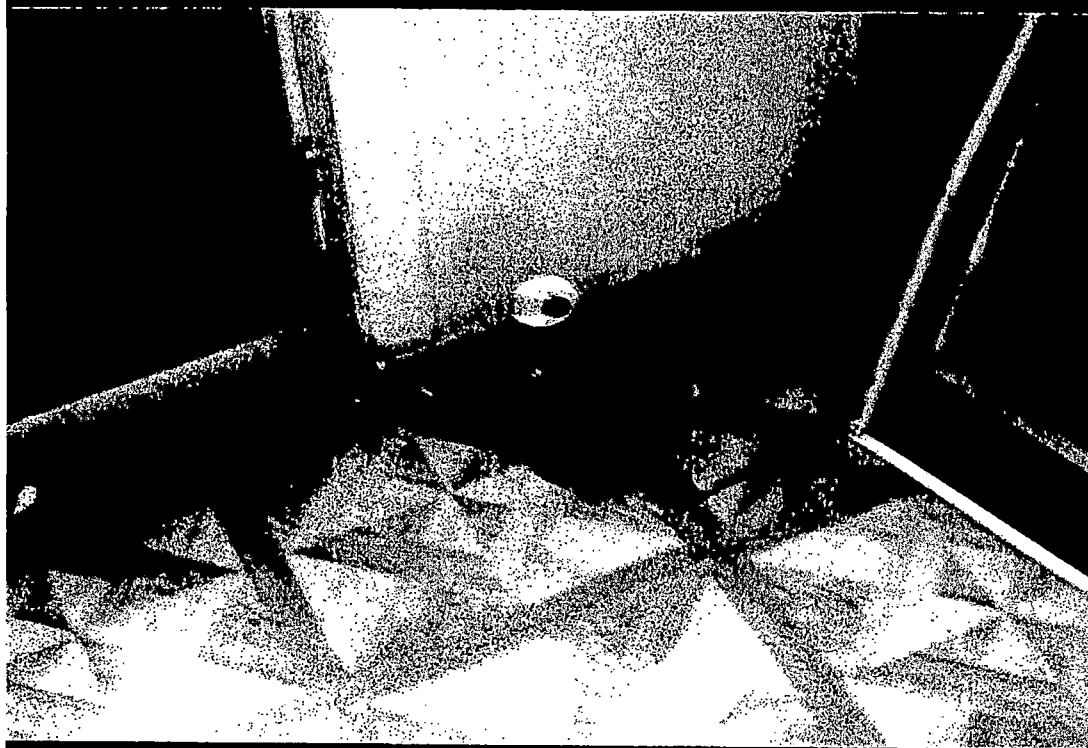
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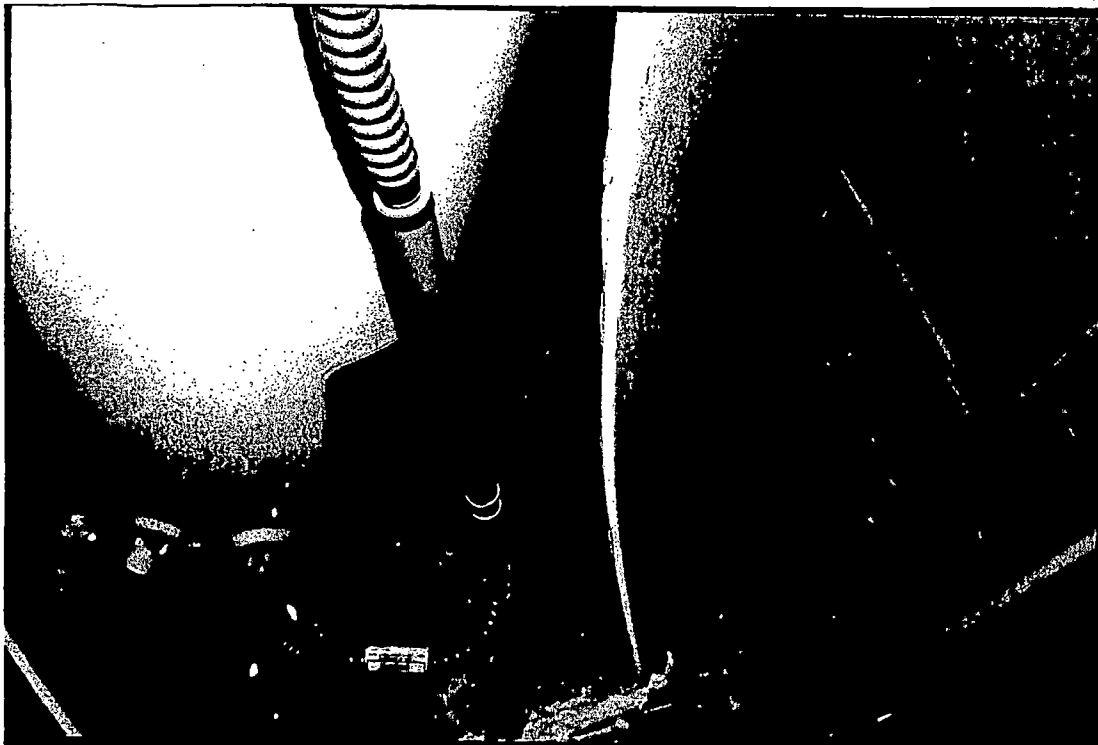
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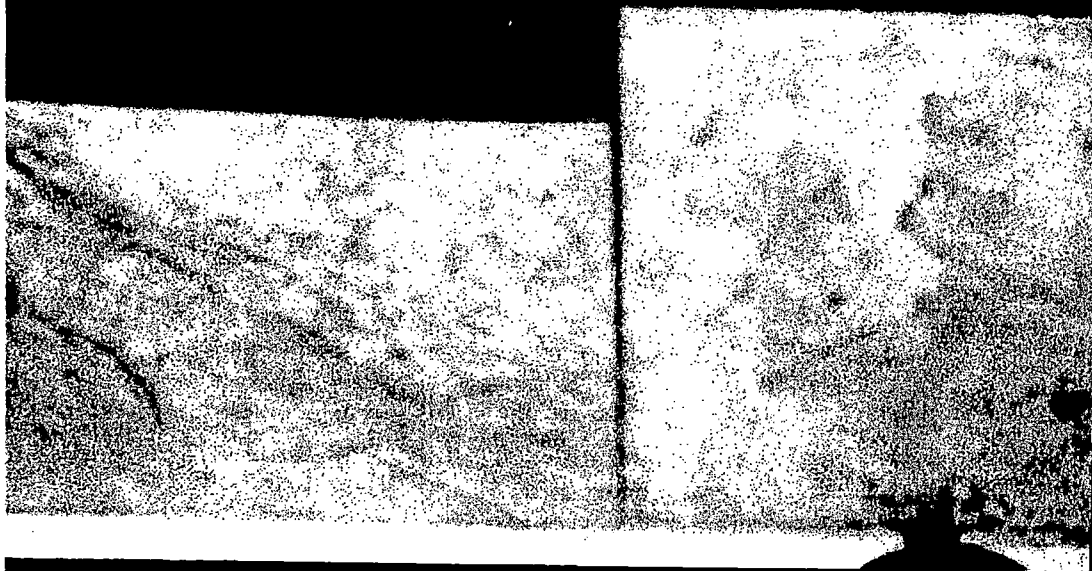
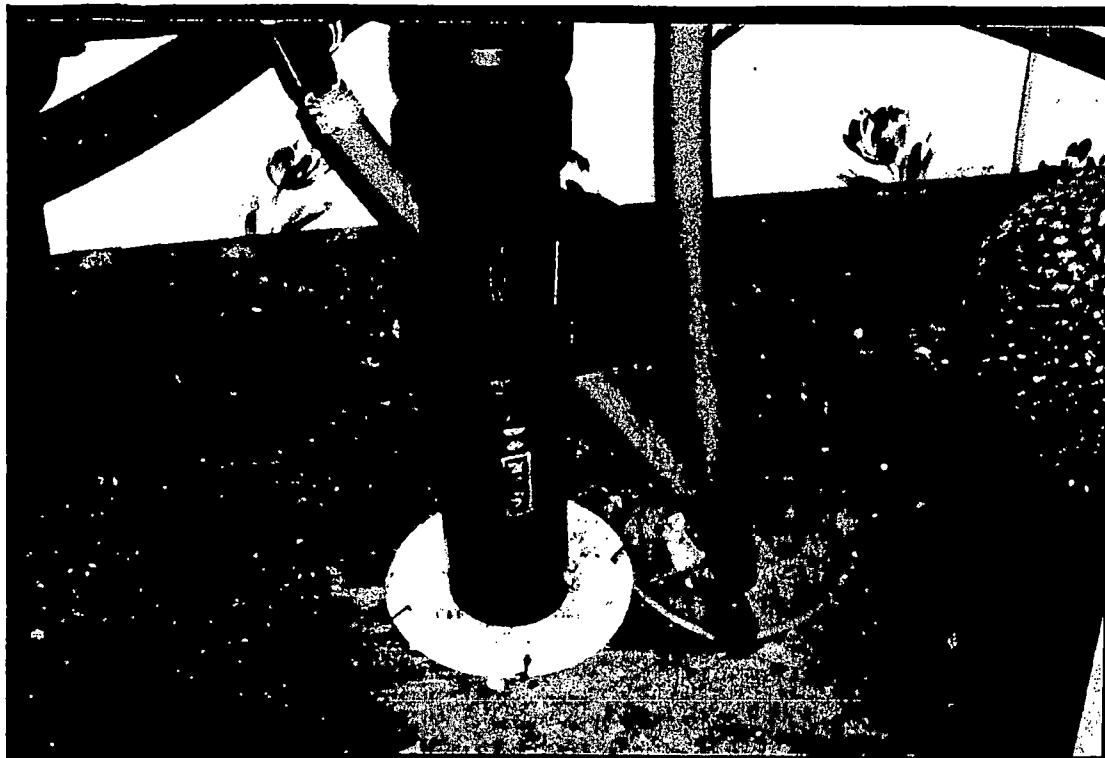
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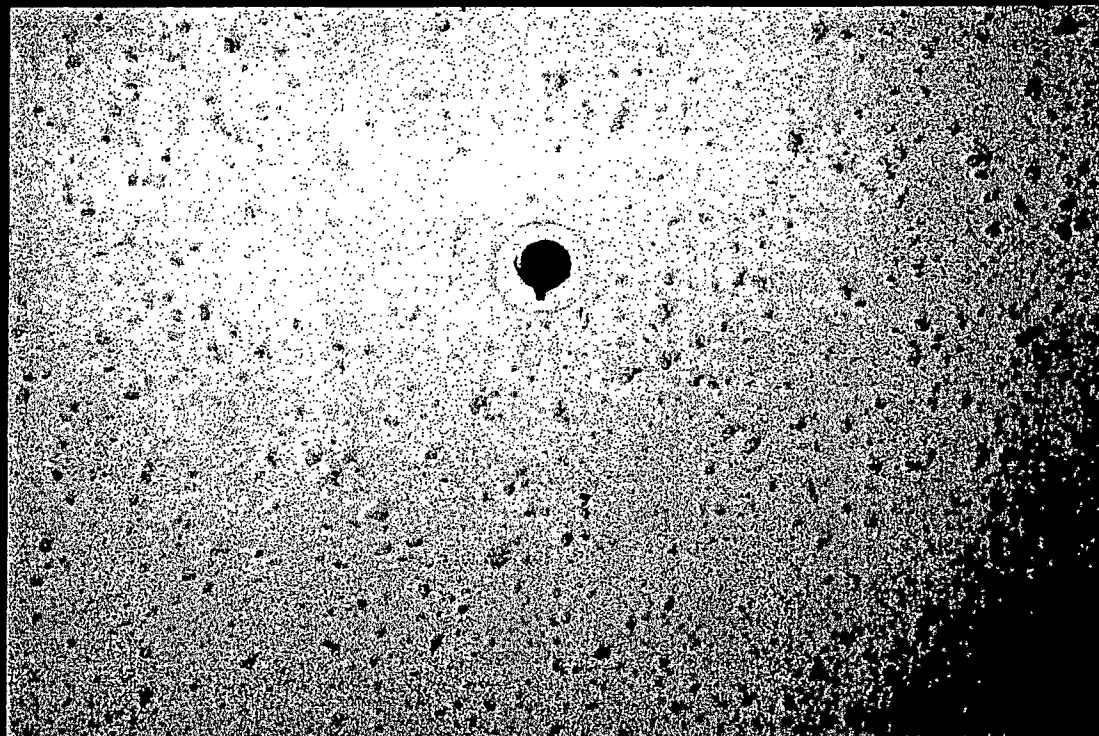
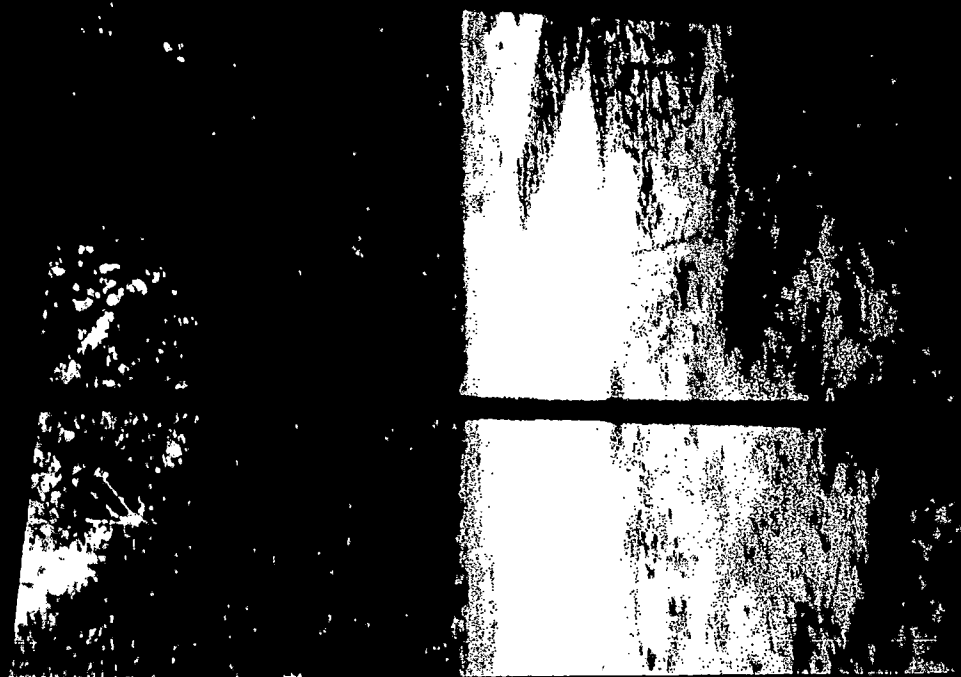
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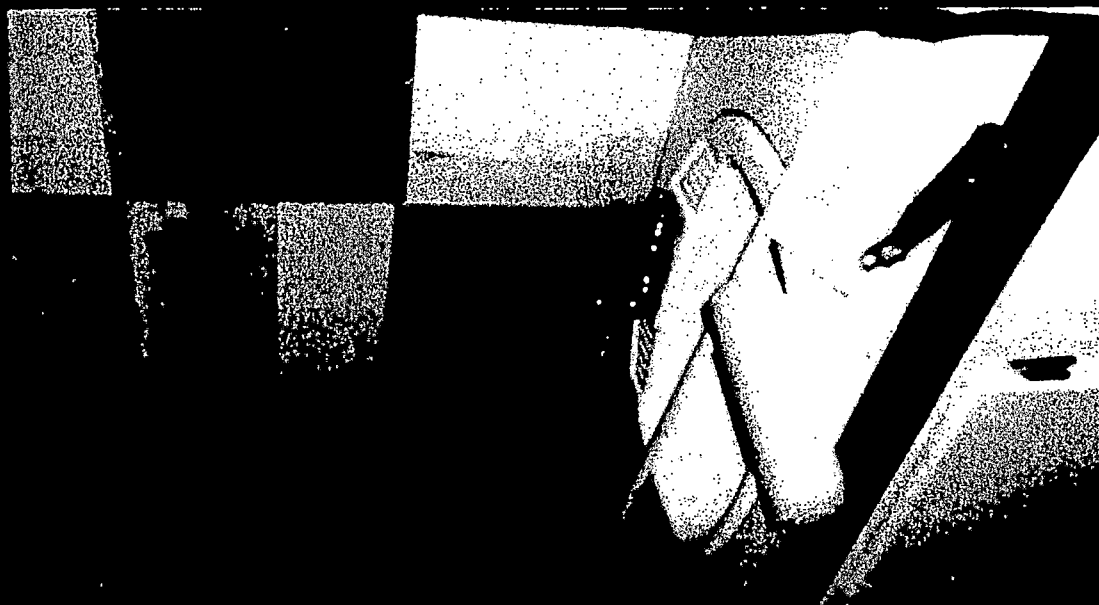
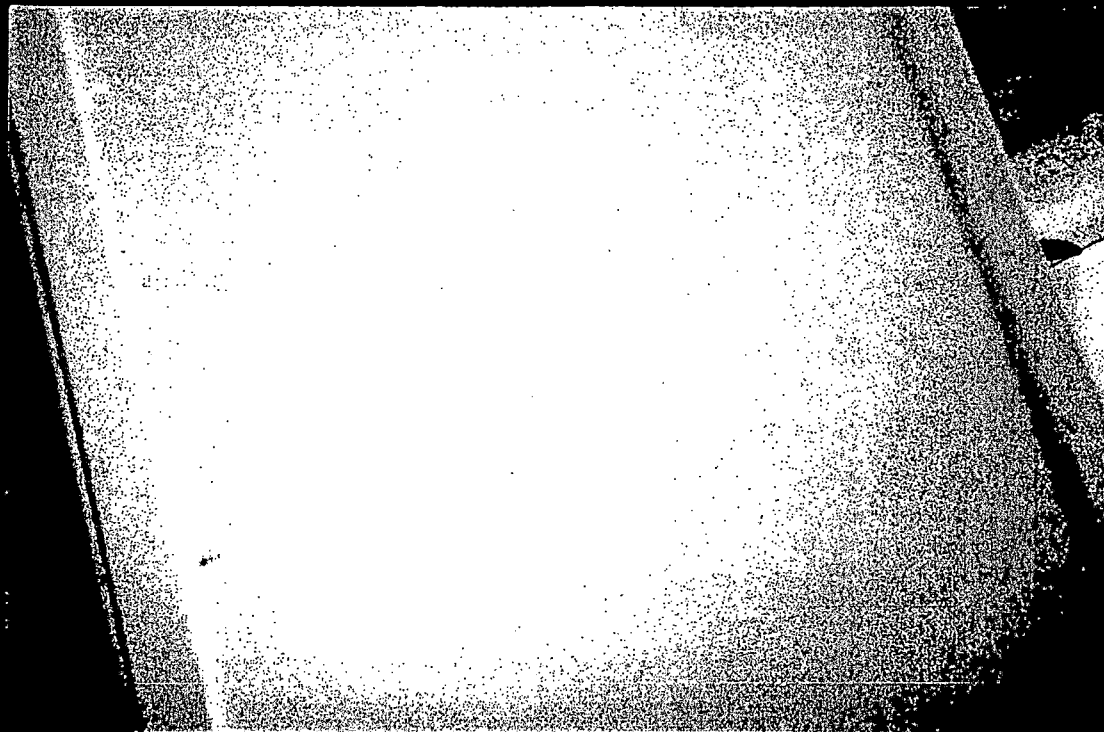
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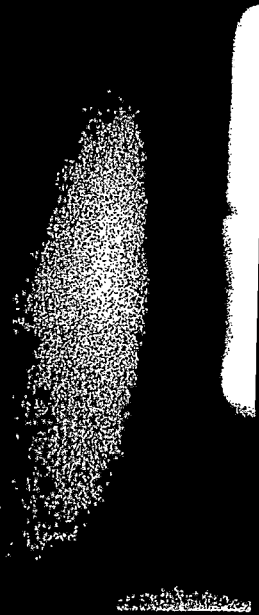
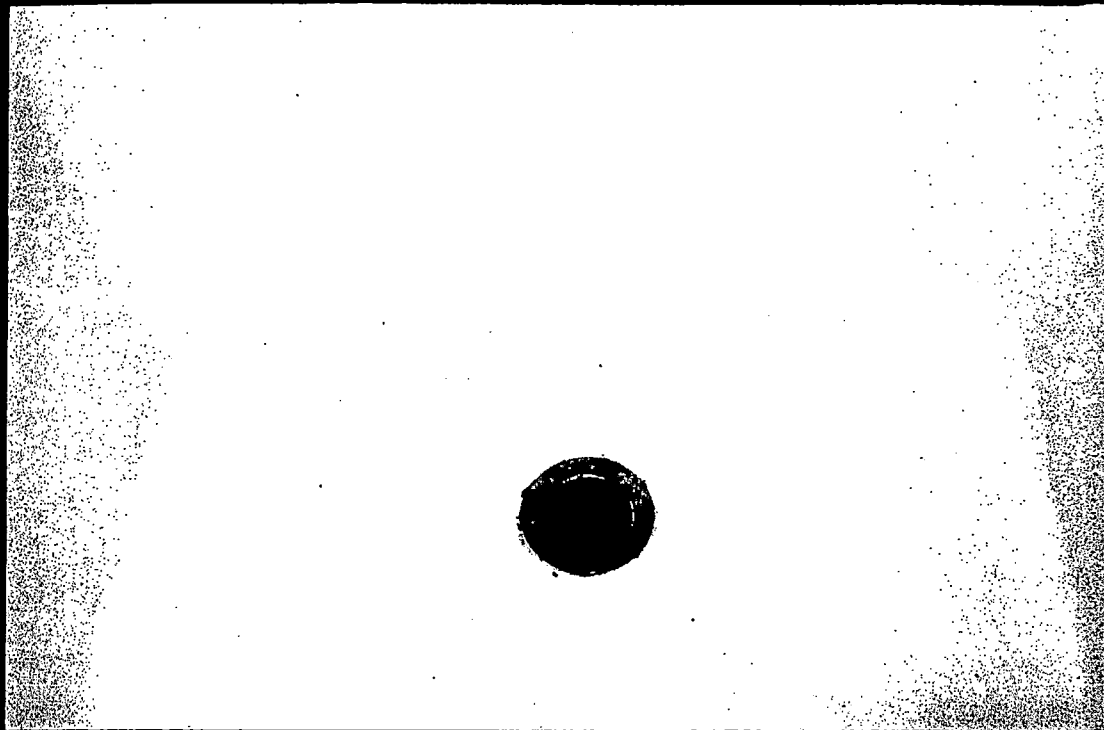
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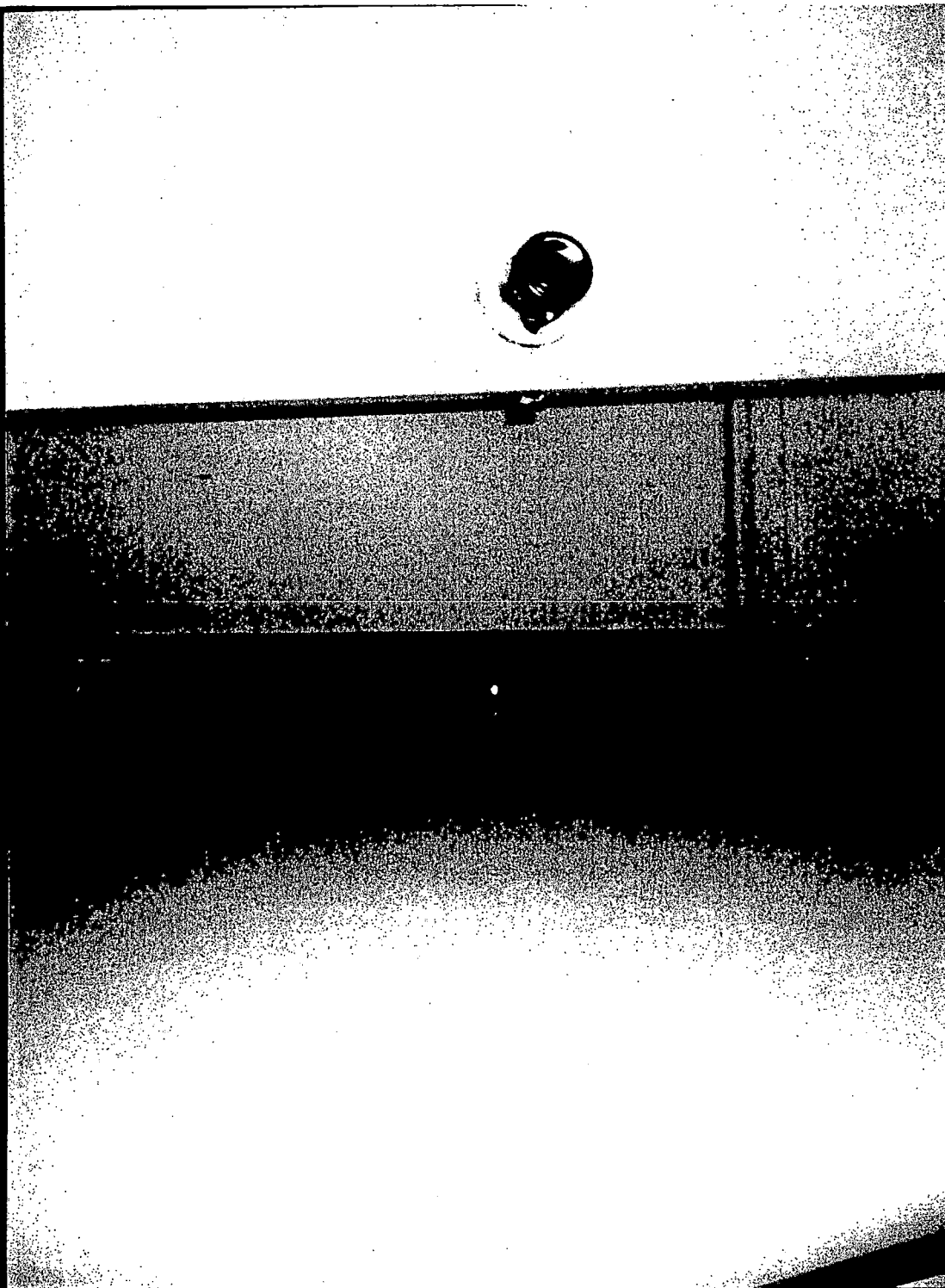
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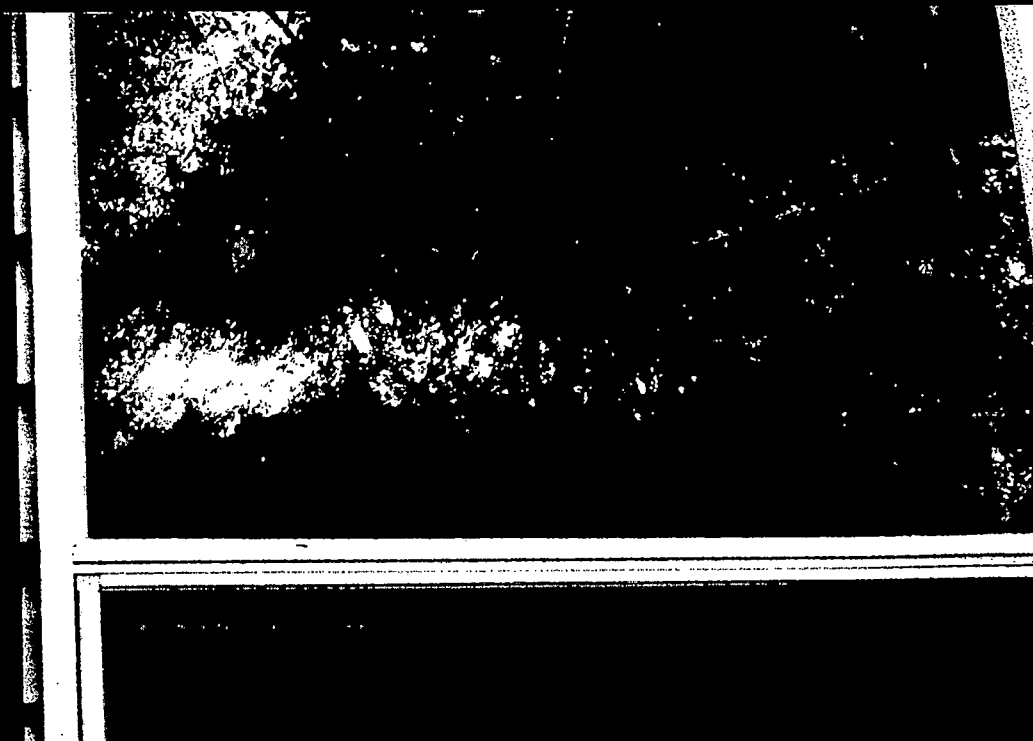
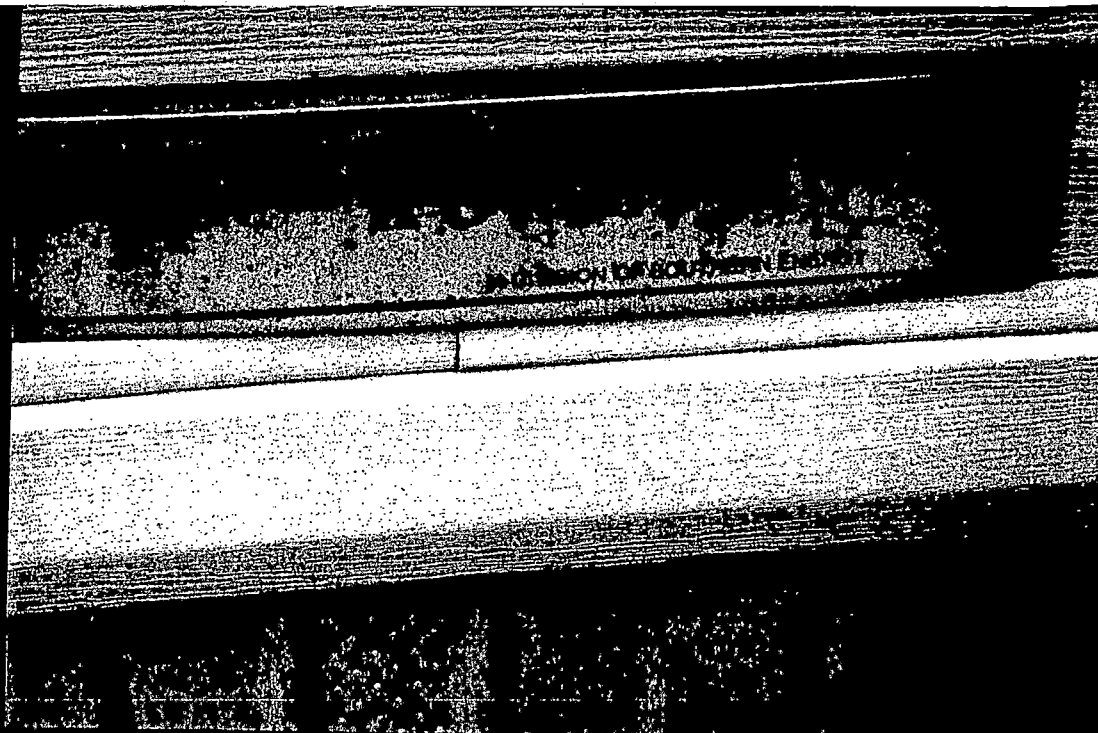
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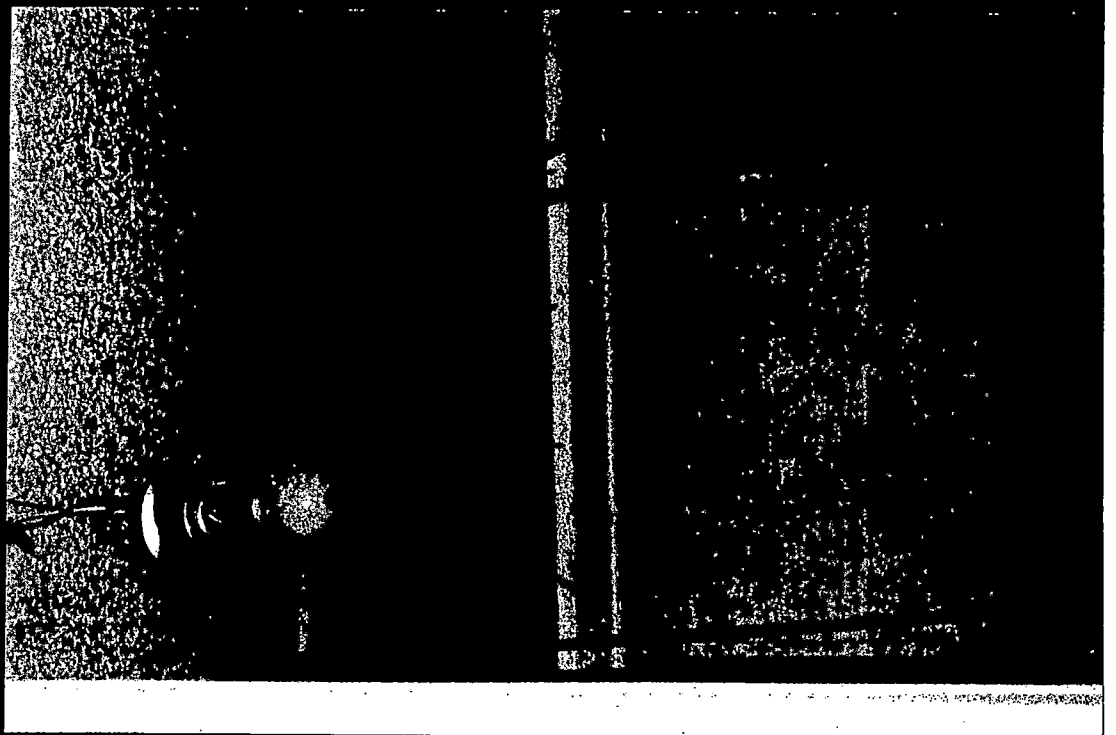
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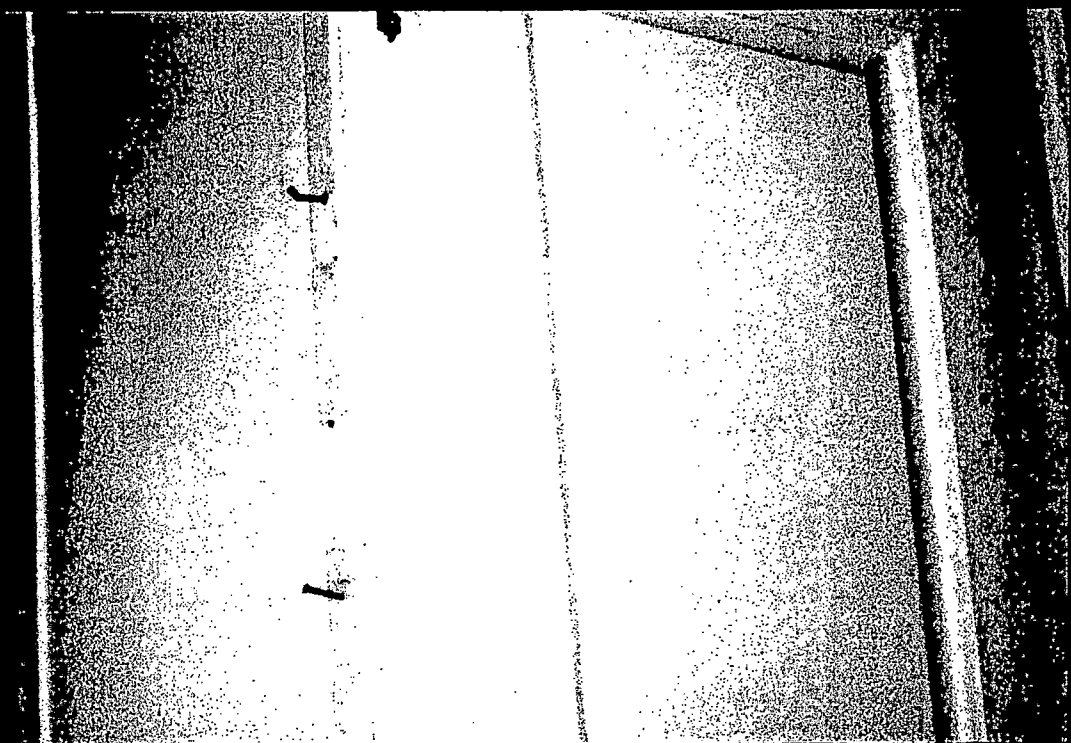
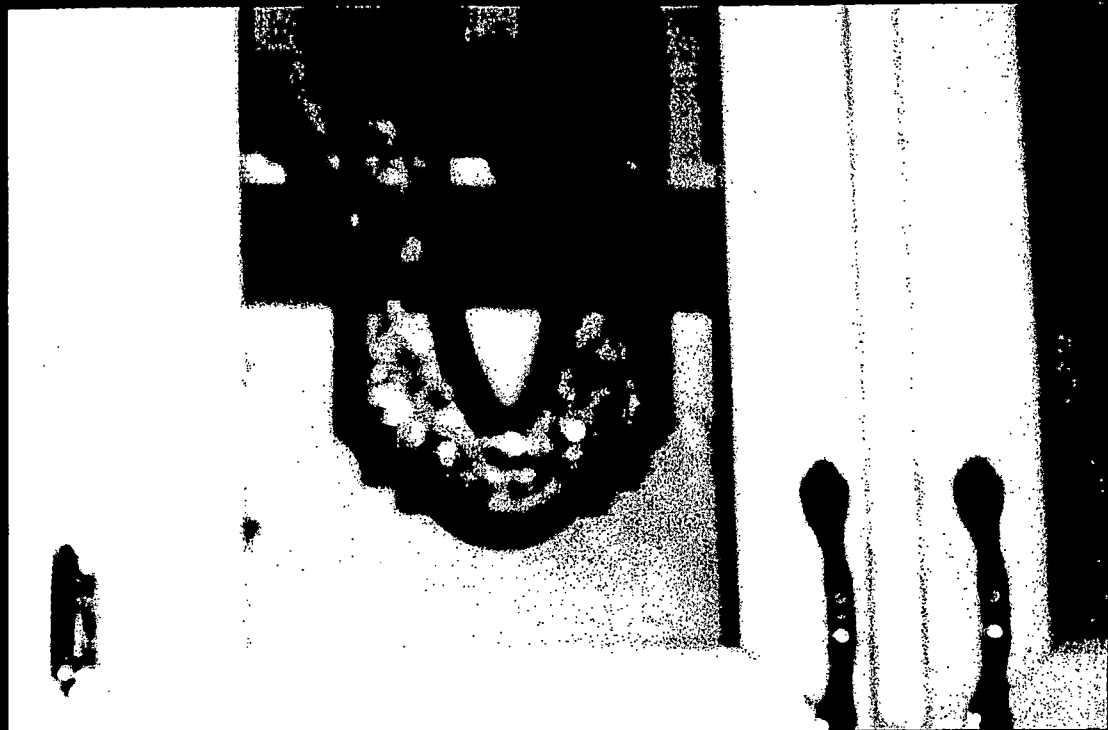
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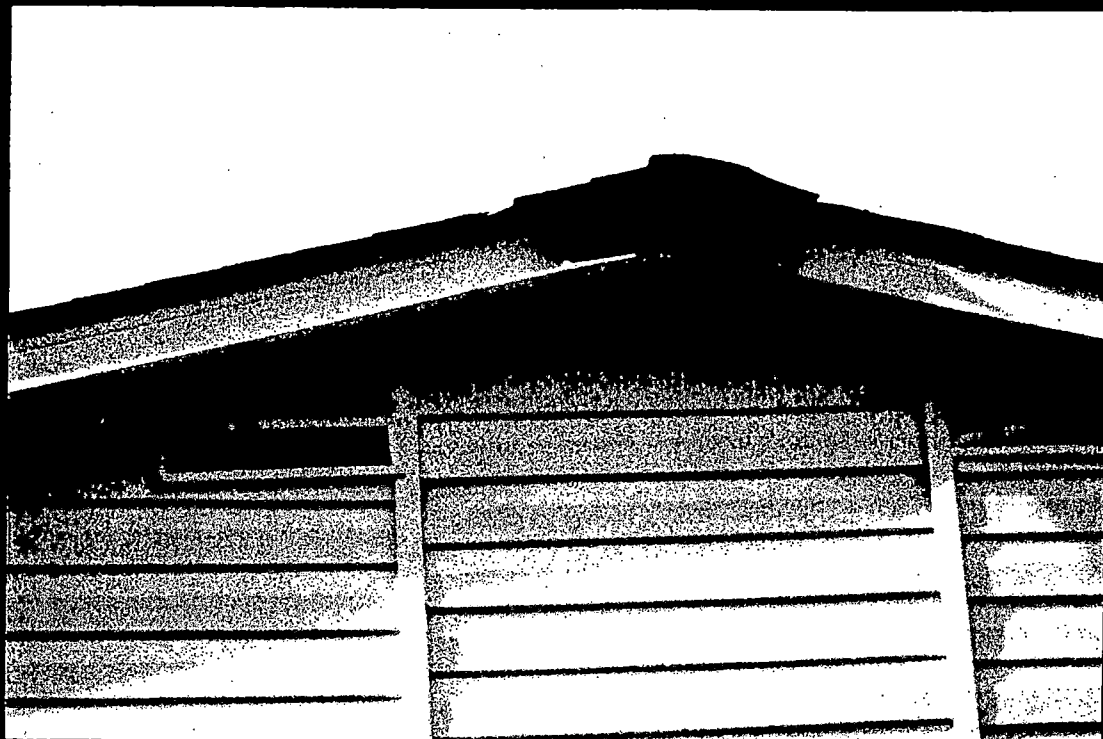
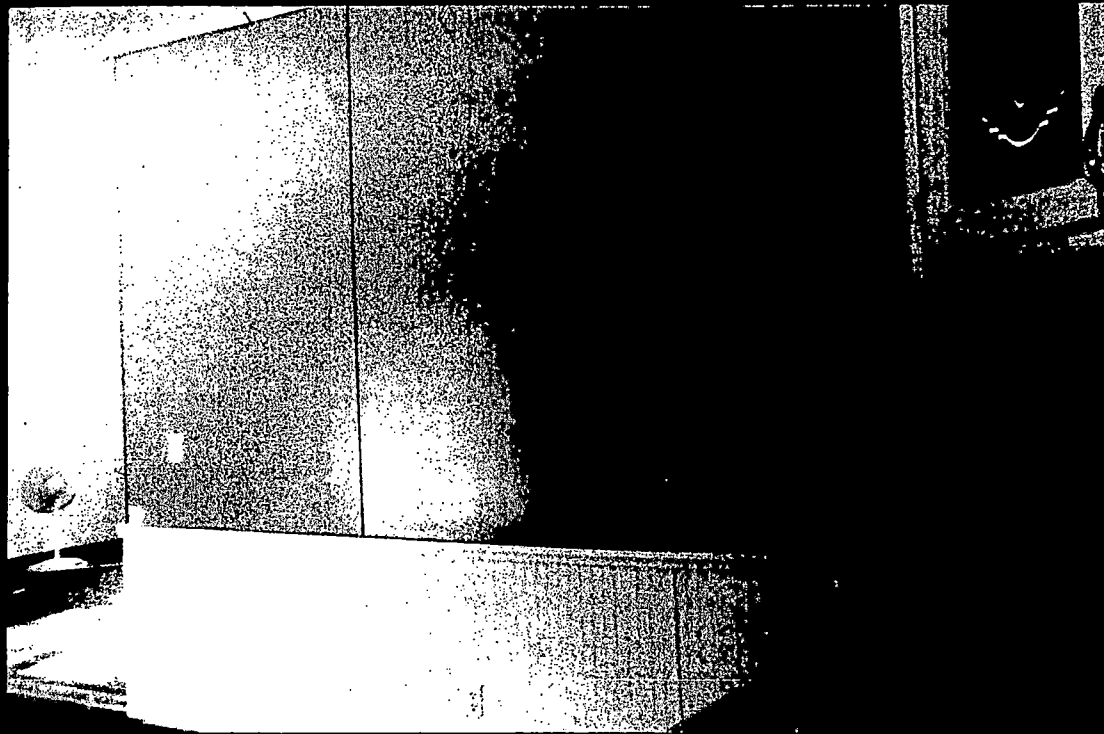
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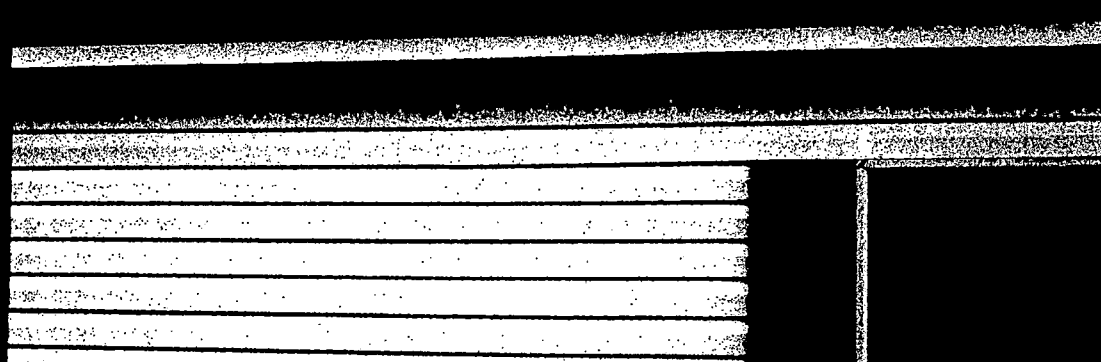
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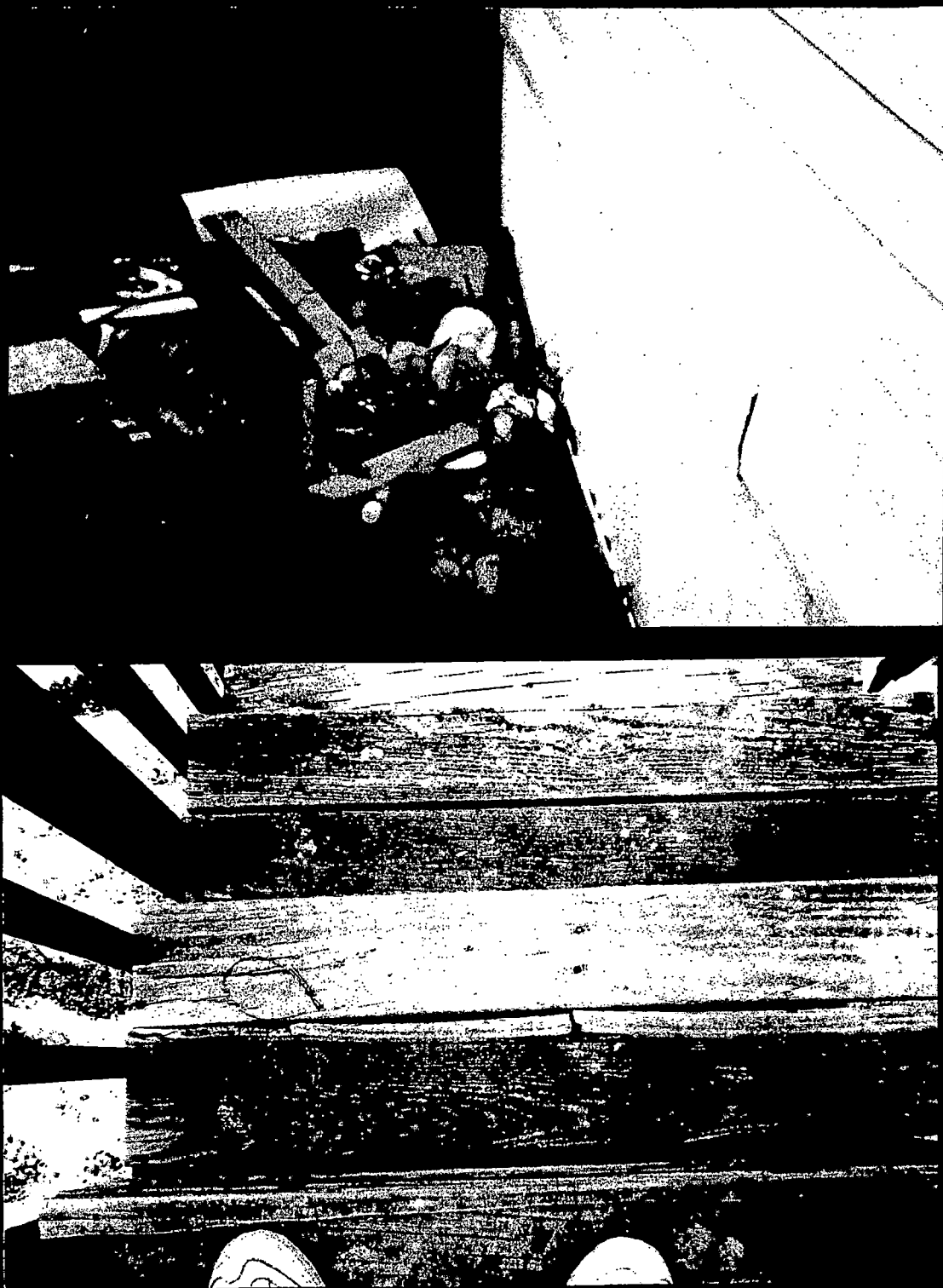
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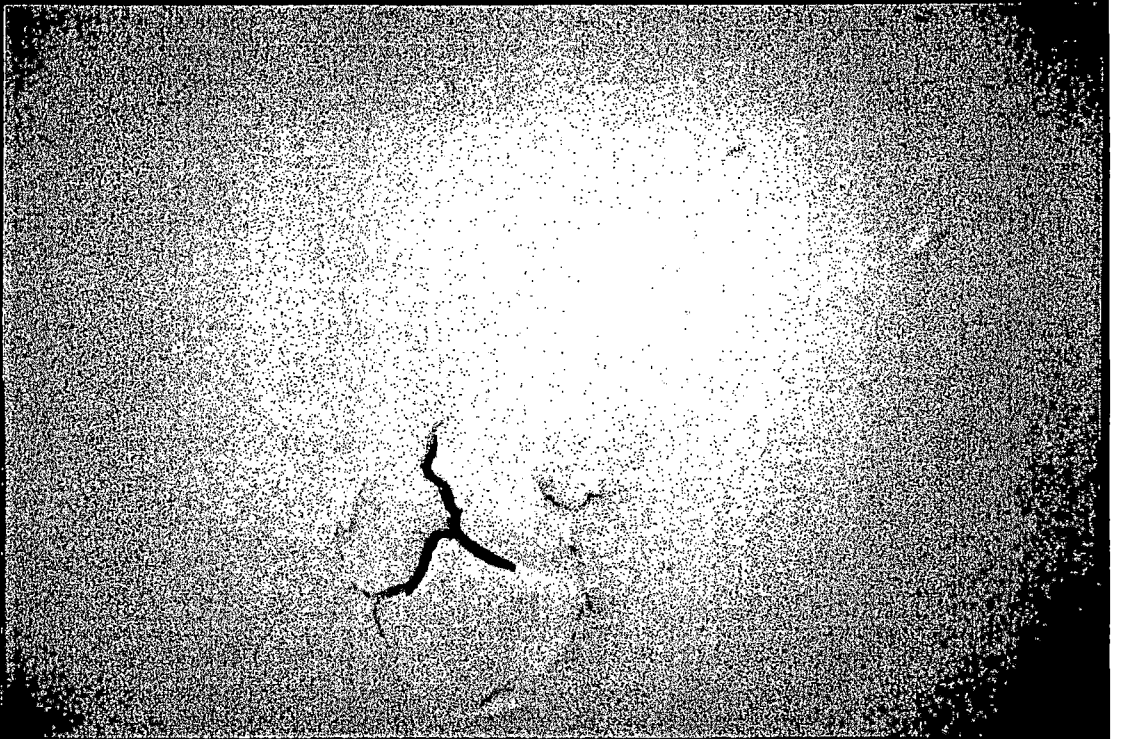
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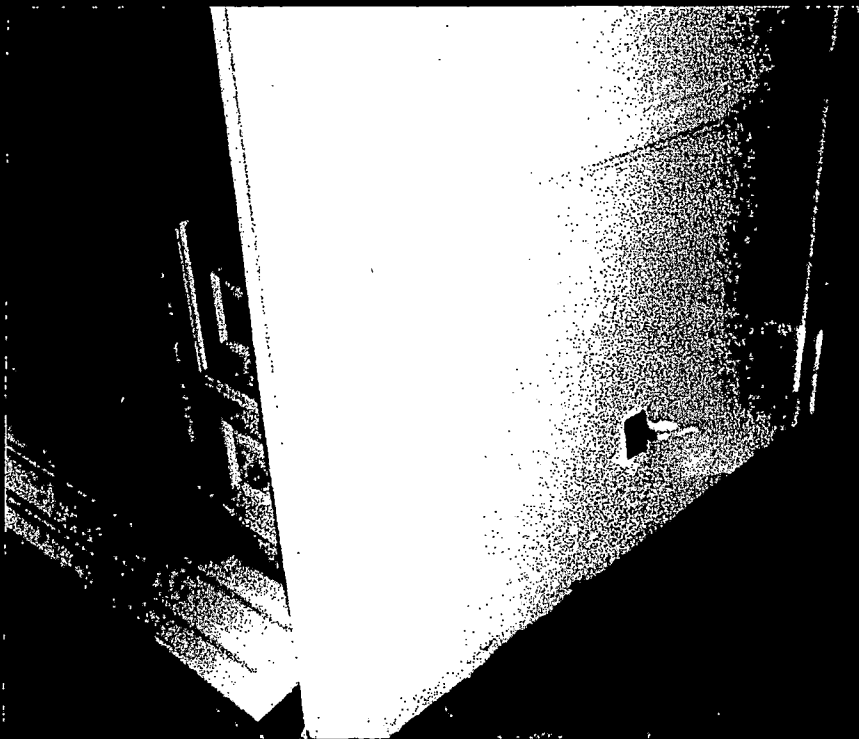
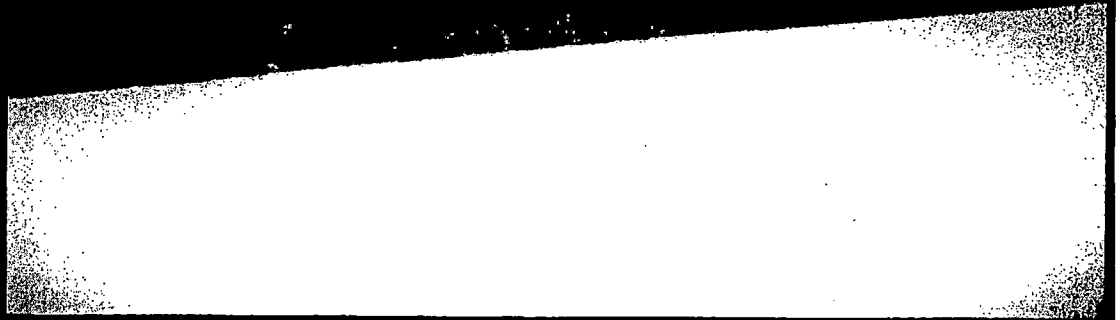
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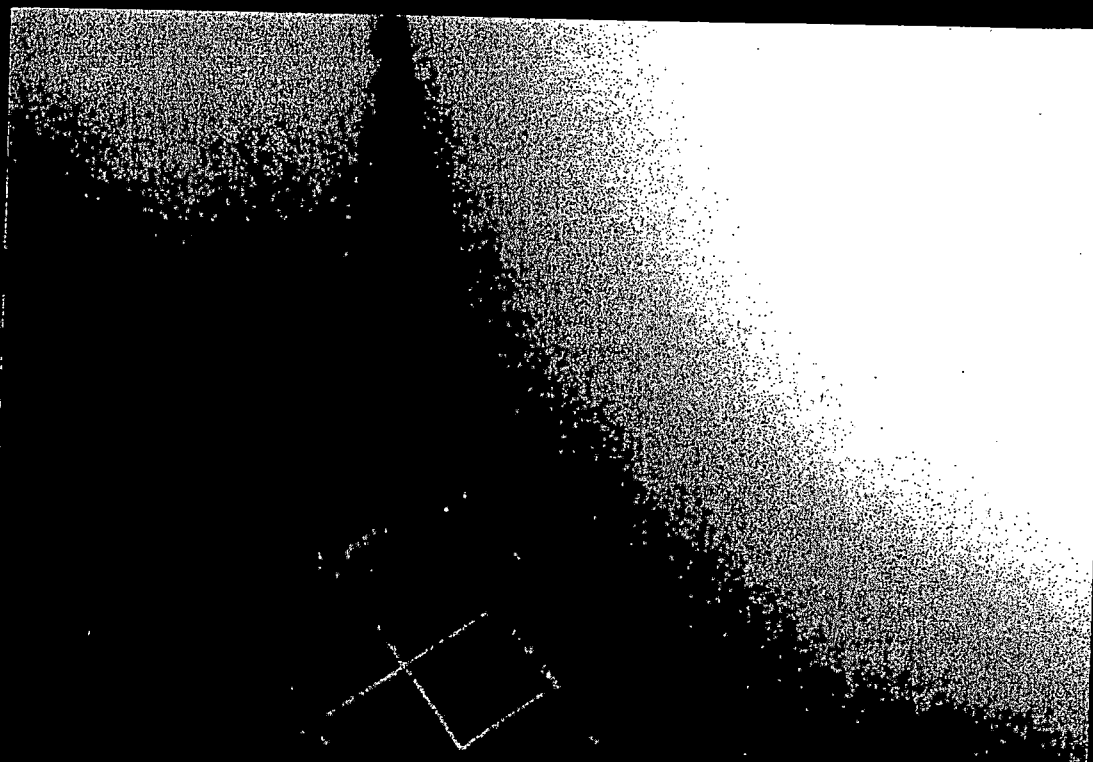
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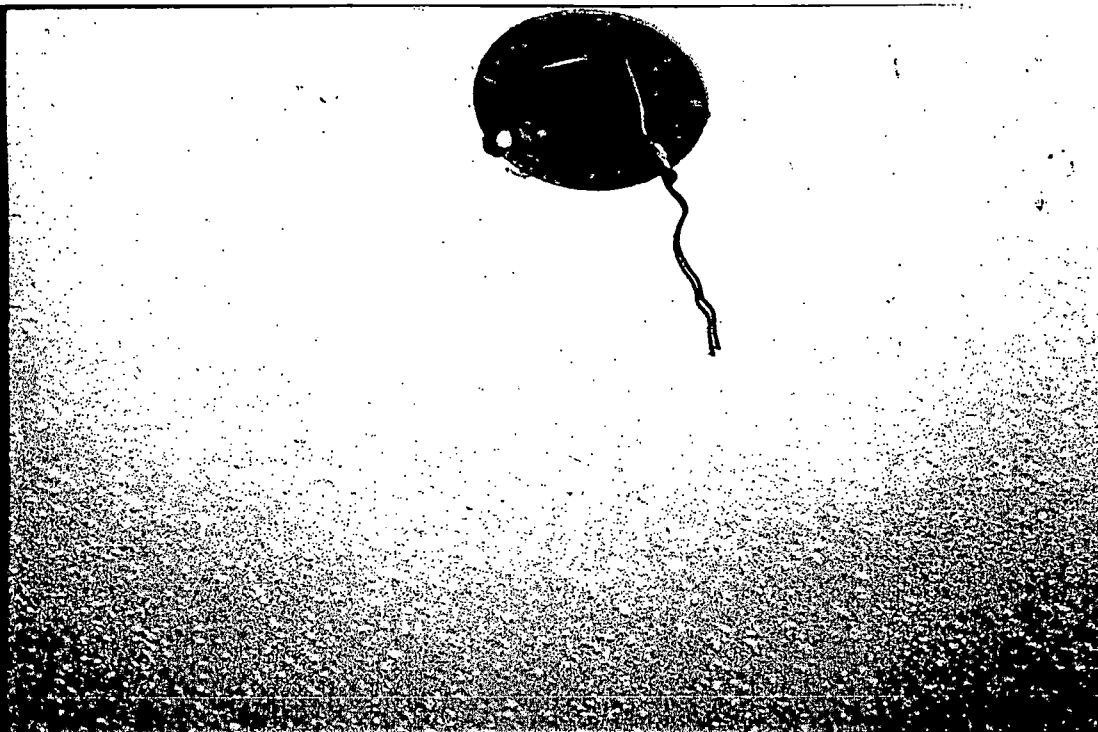
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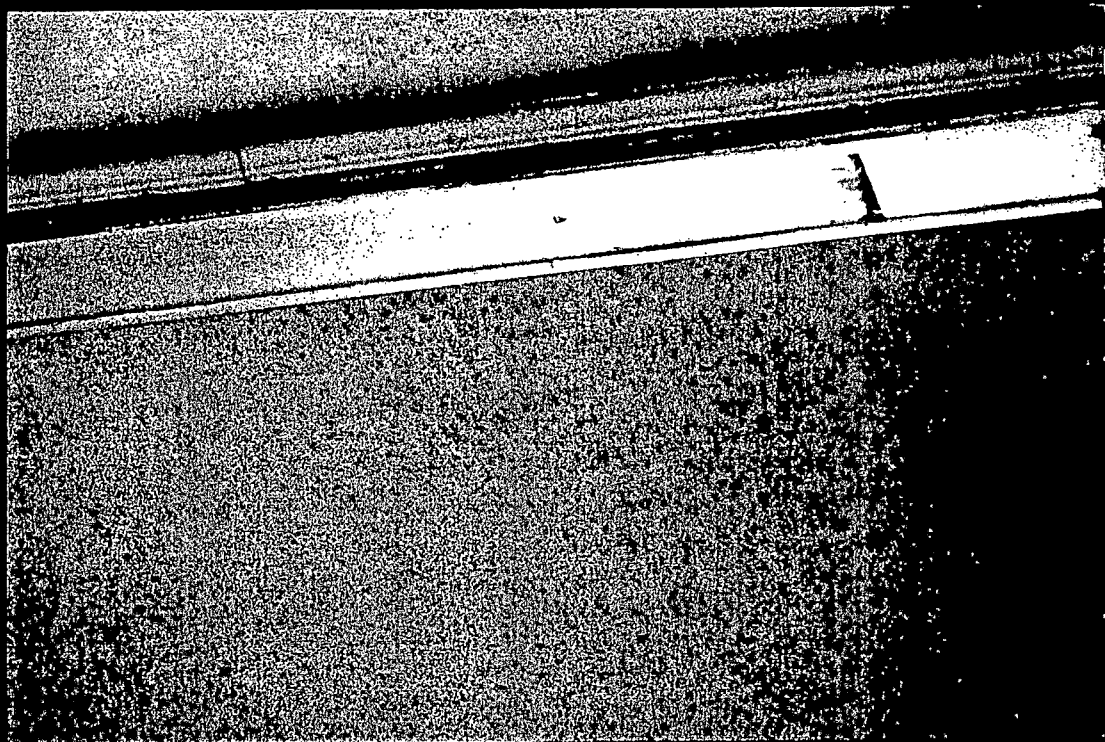
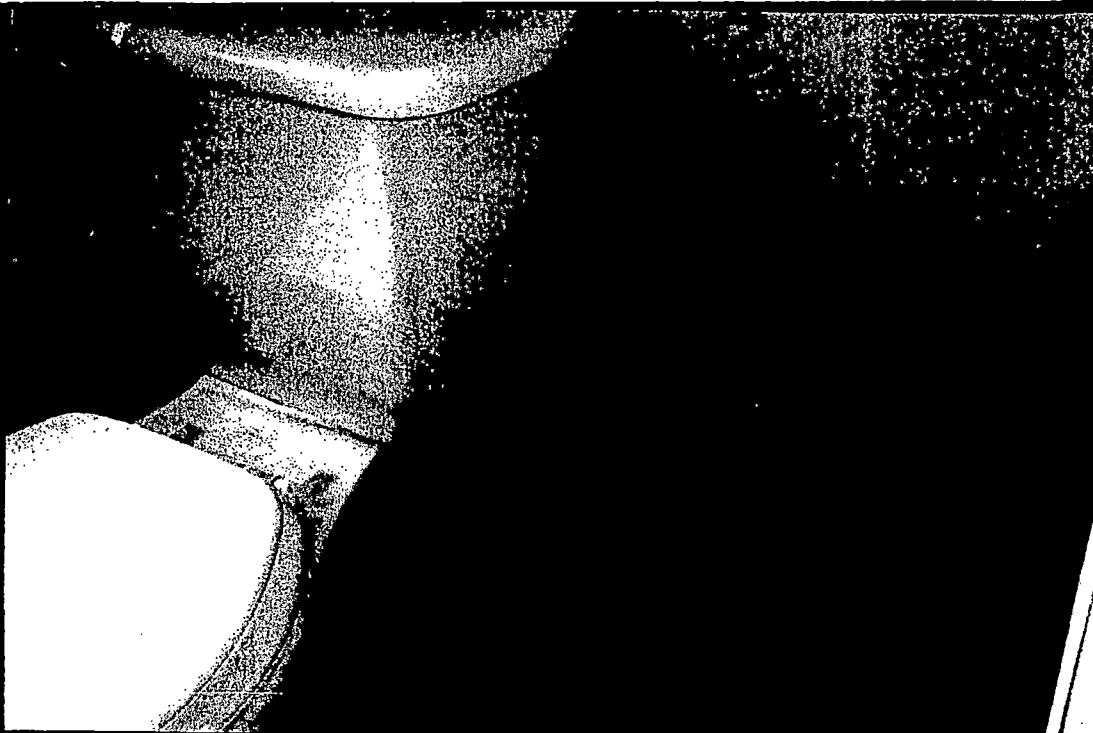
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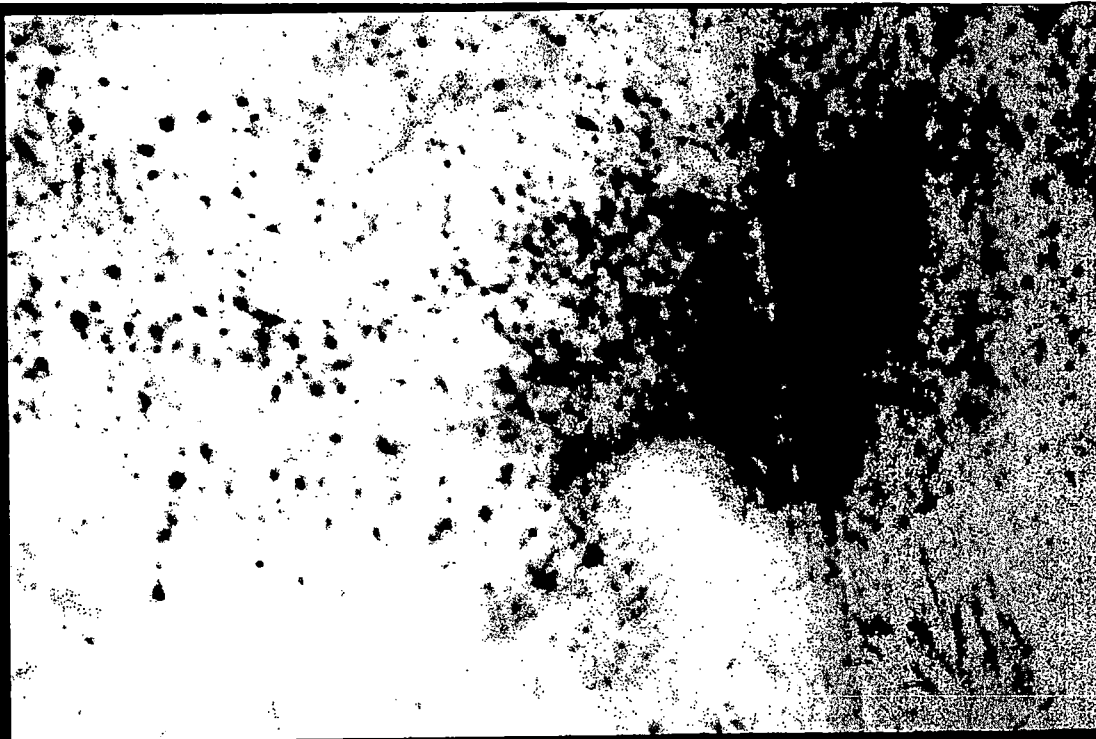
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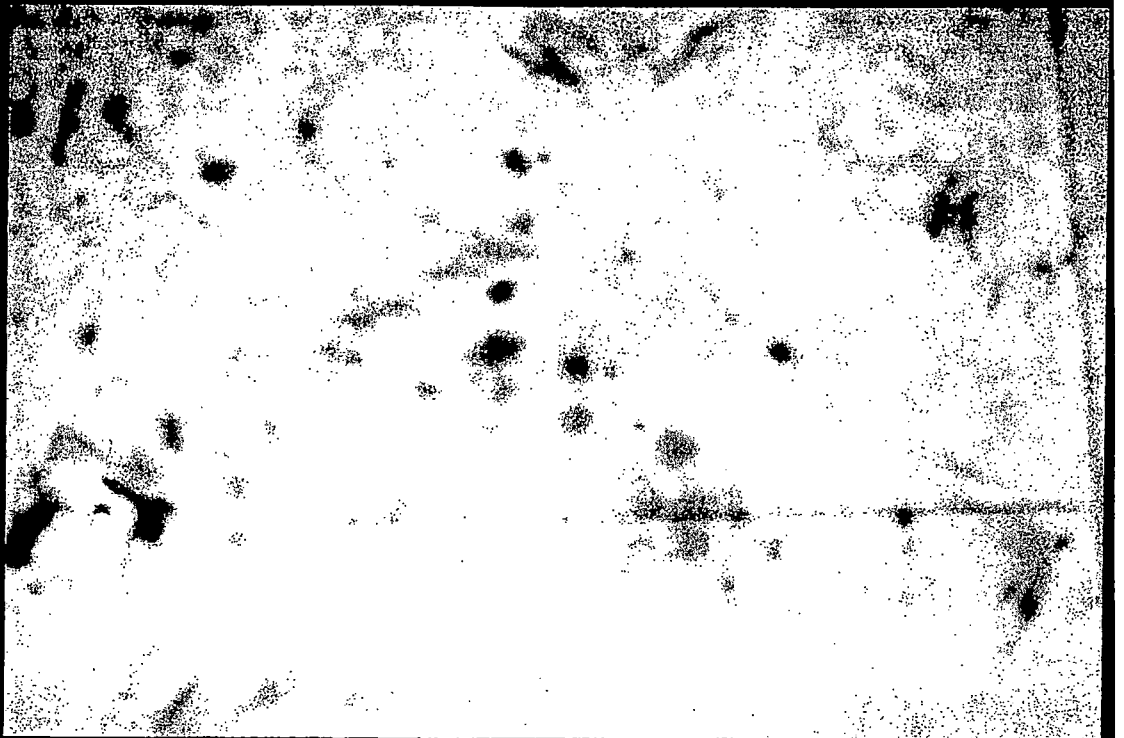
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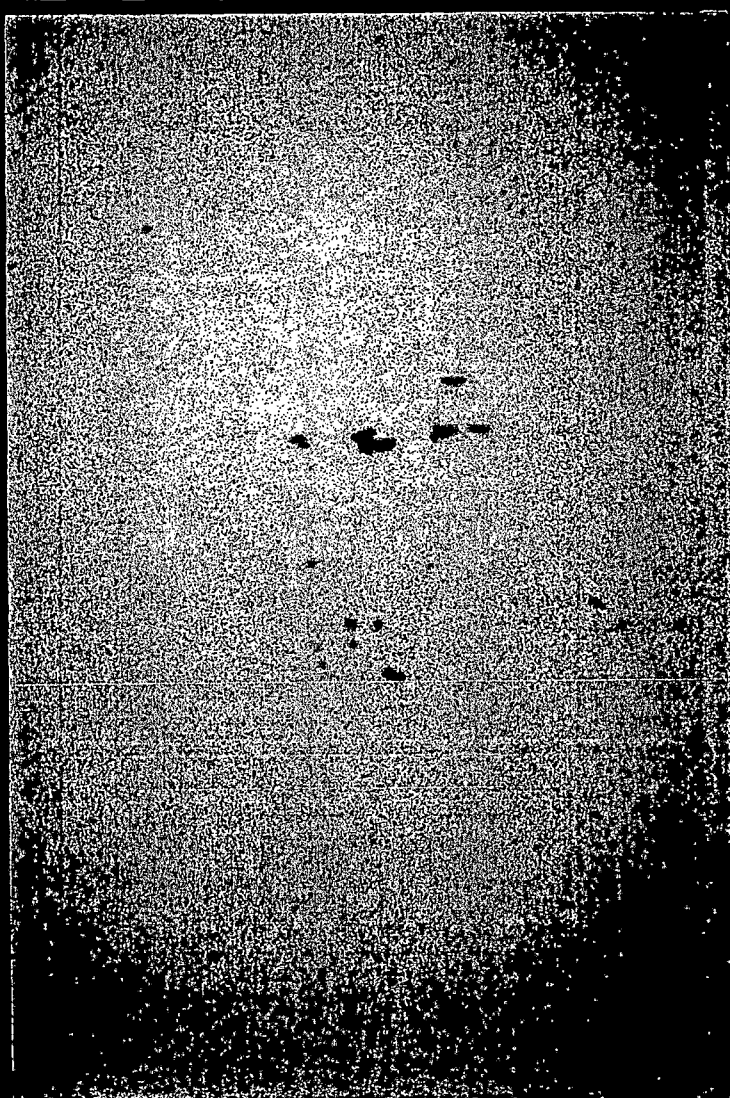
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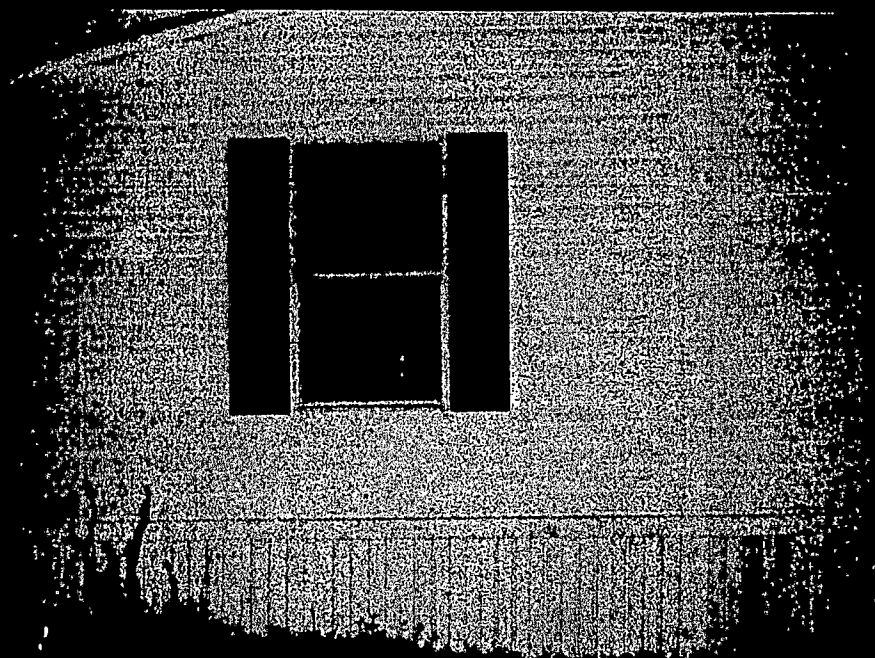
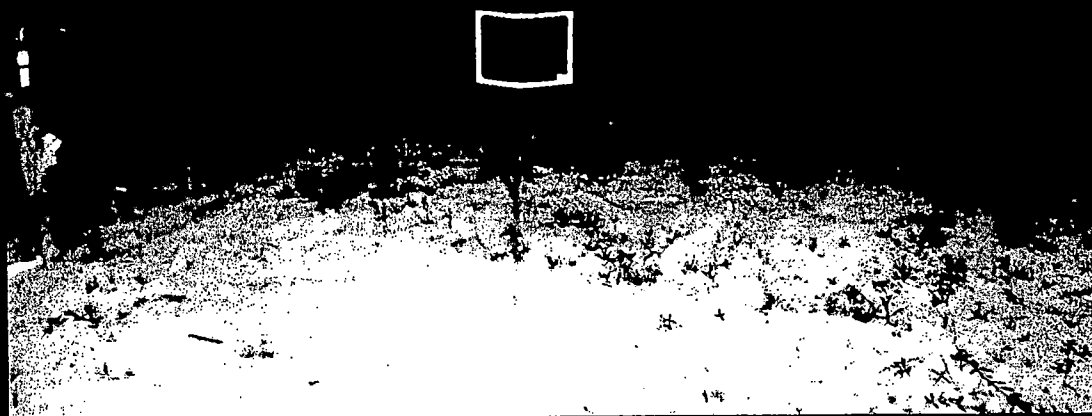
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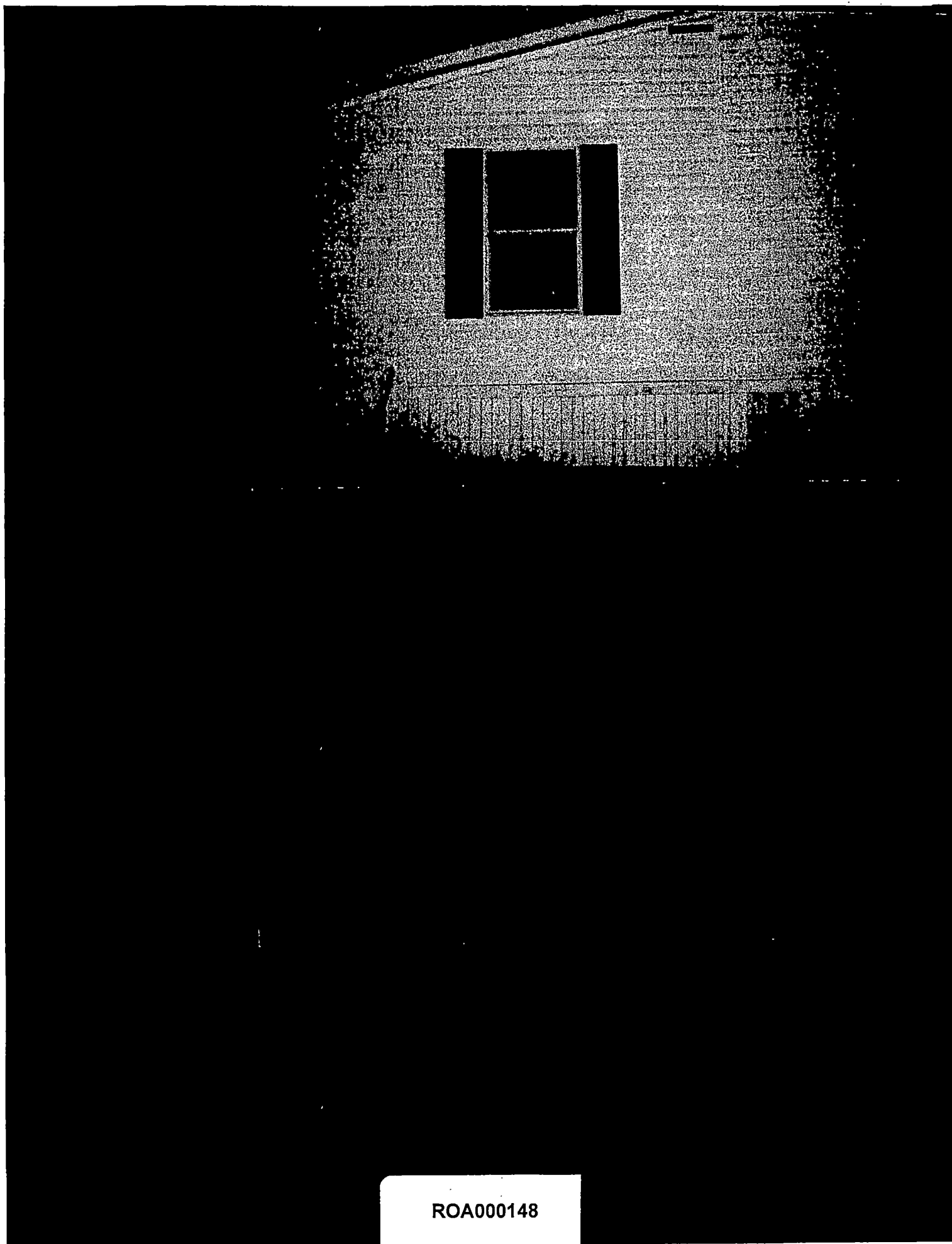
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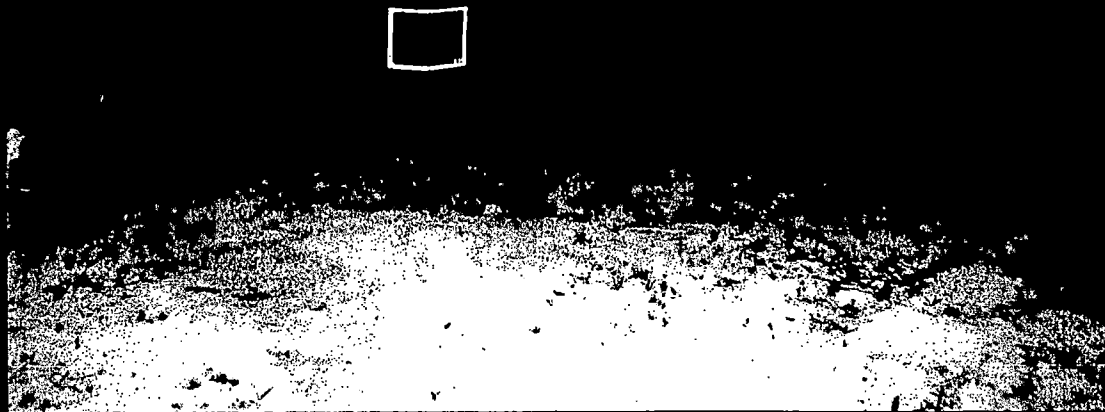
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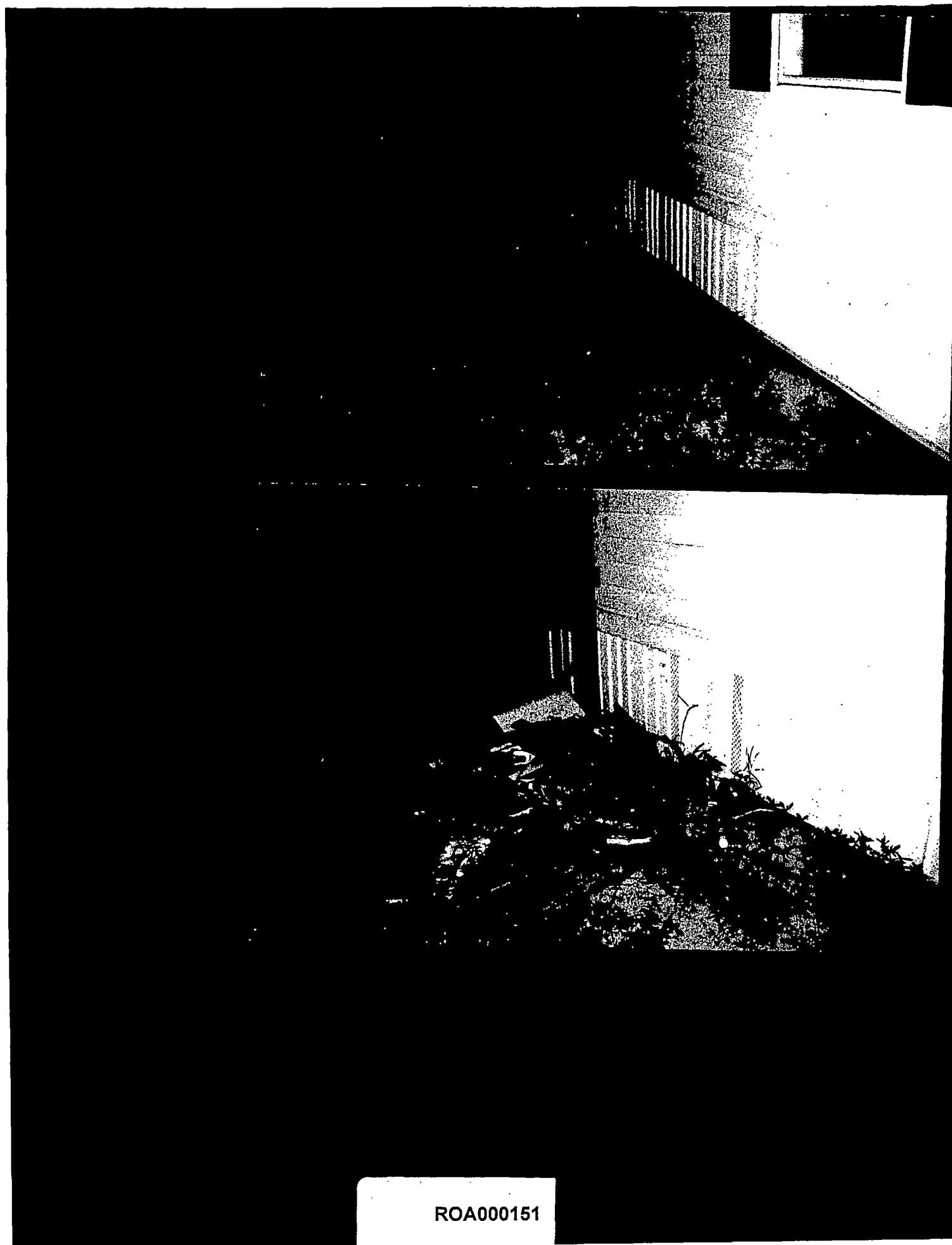
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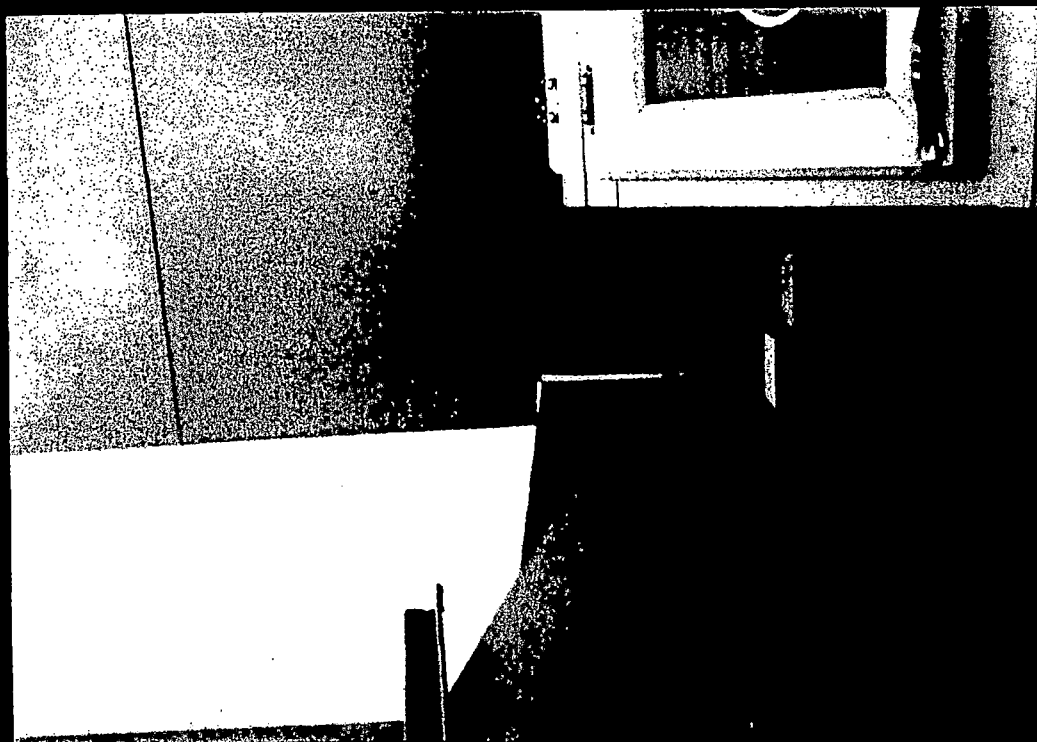
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ROA000151



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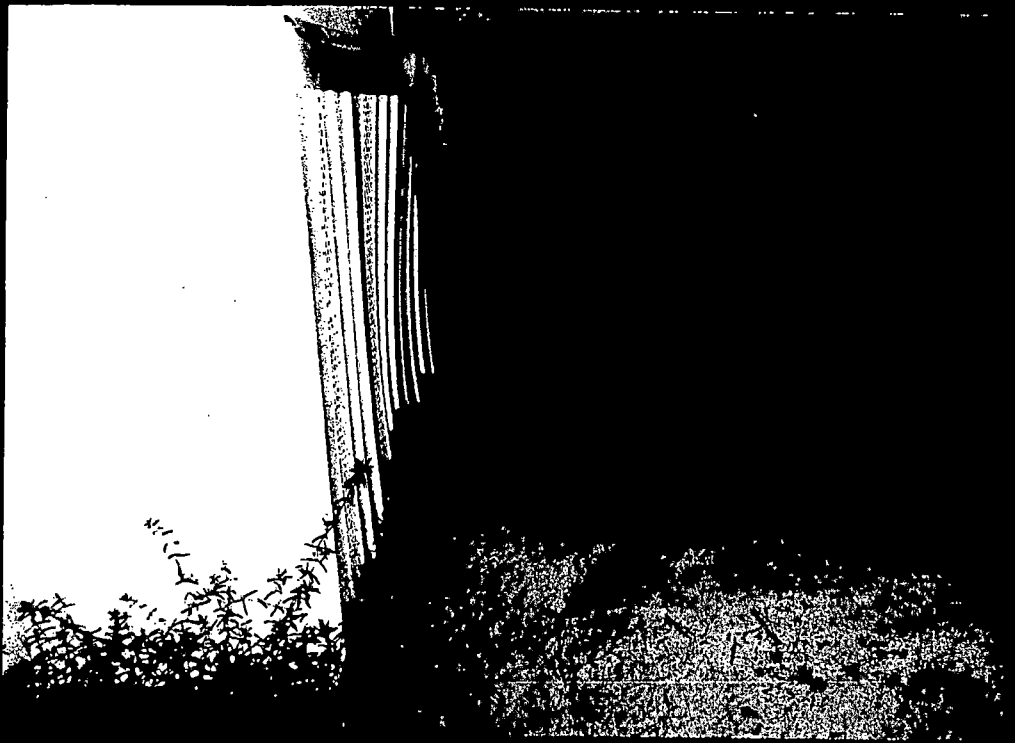
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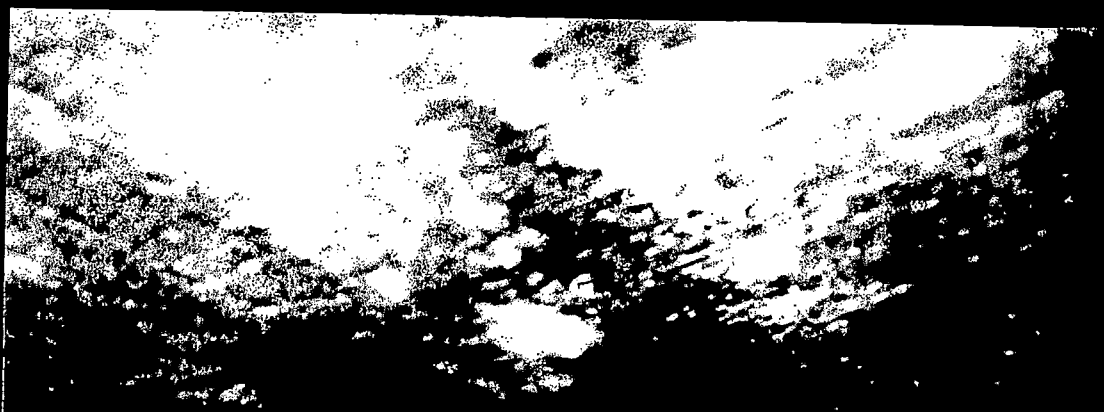
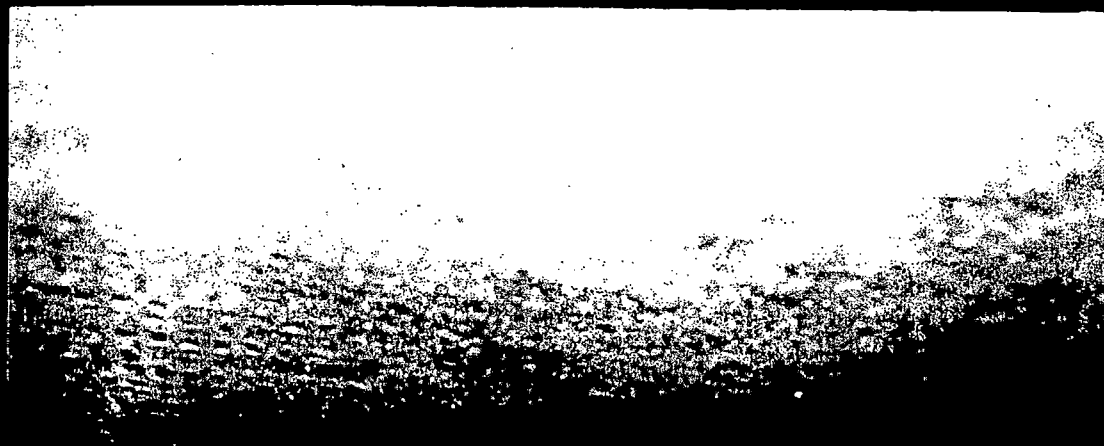
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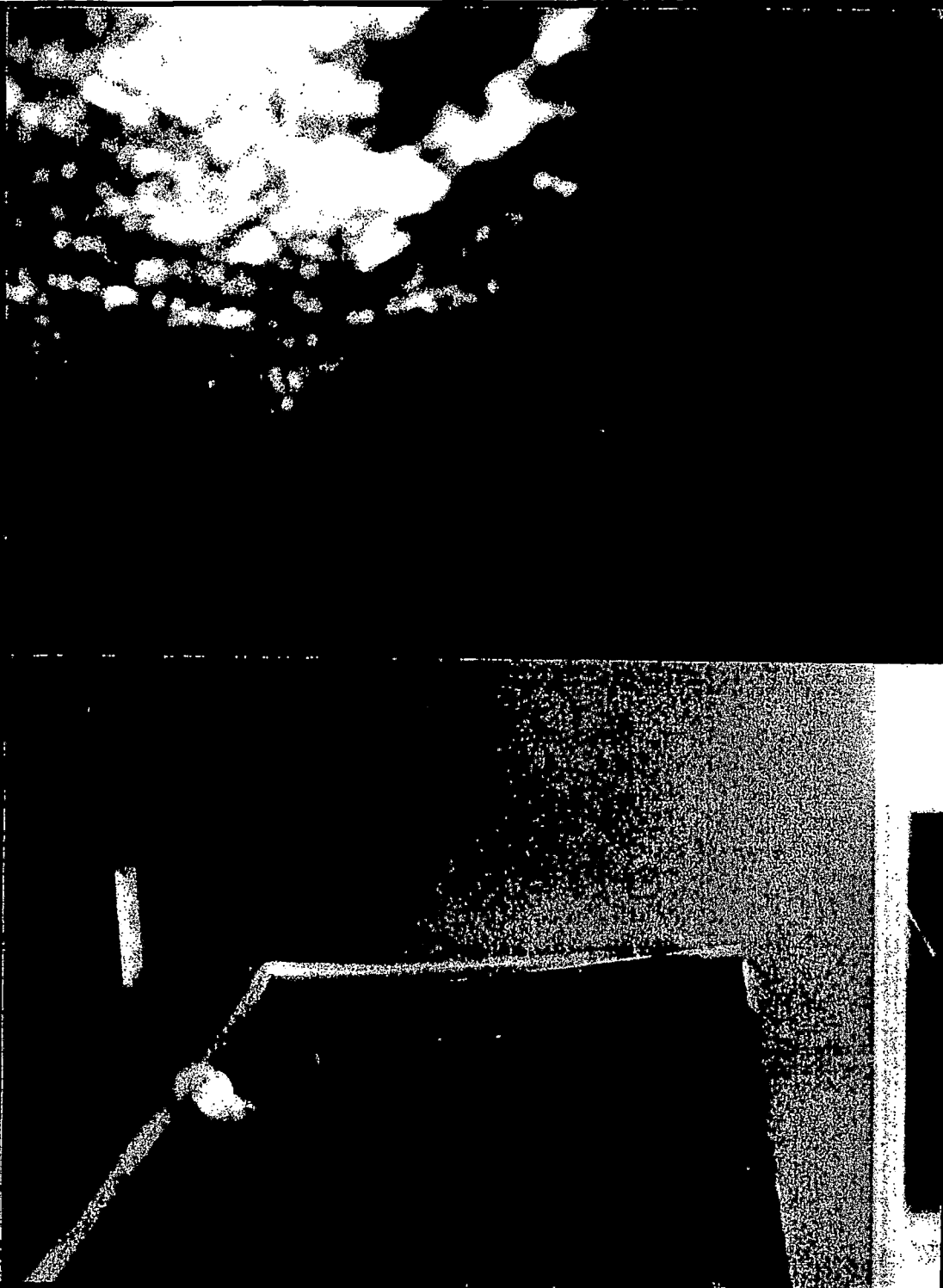
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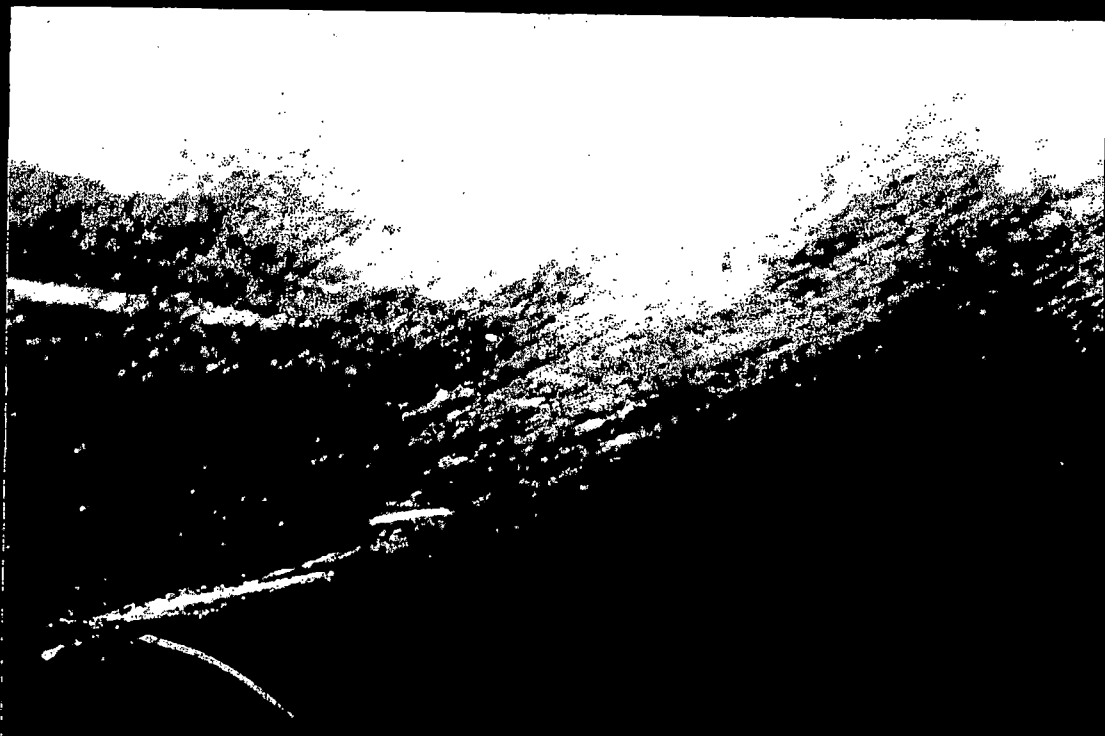
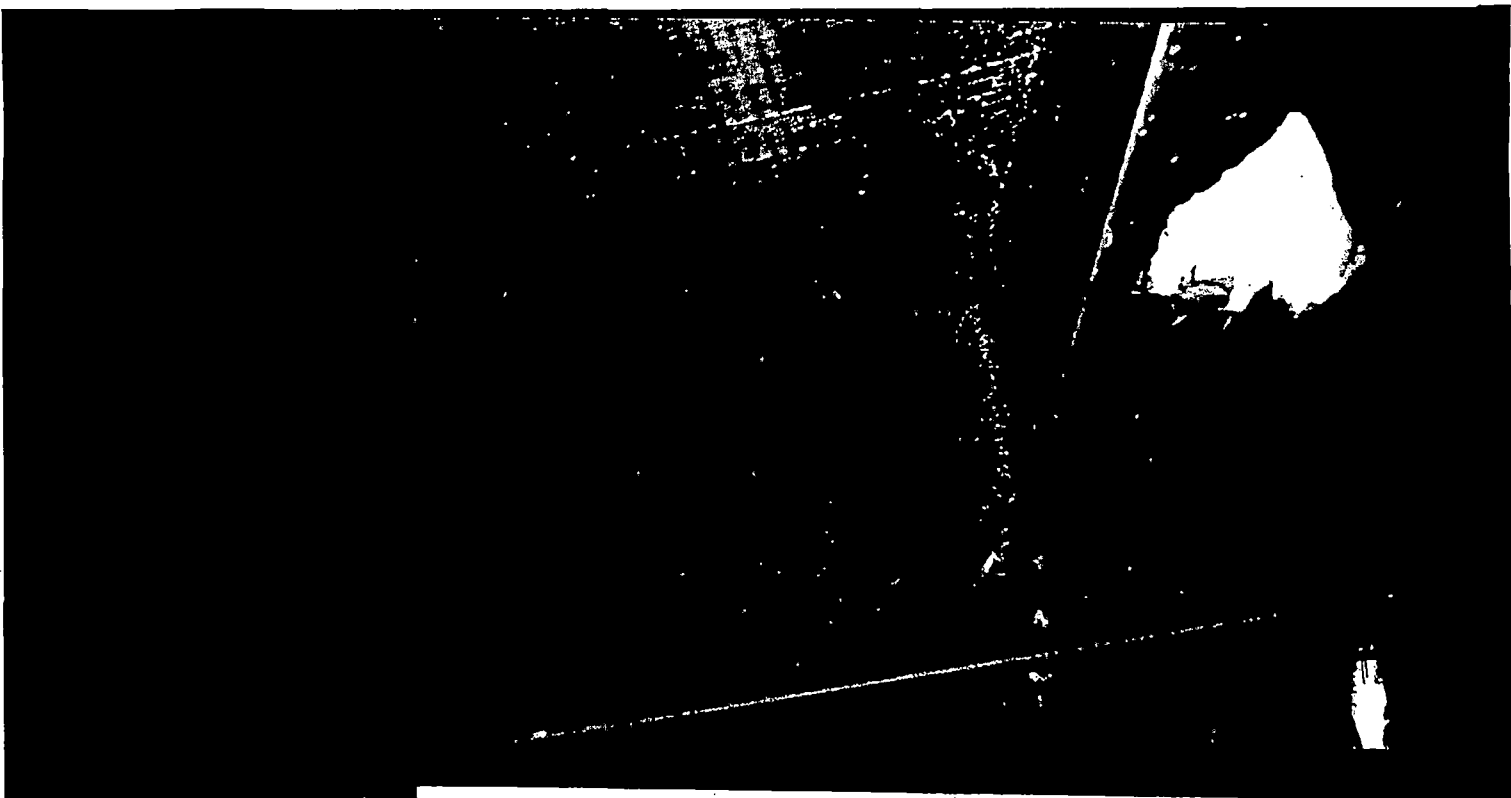
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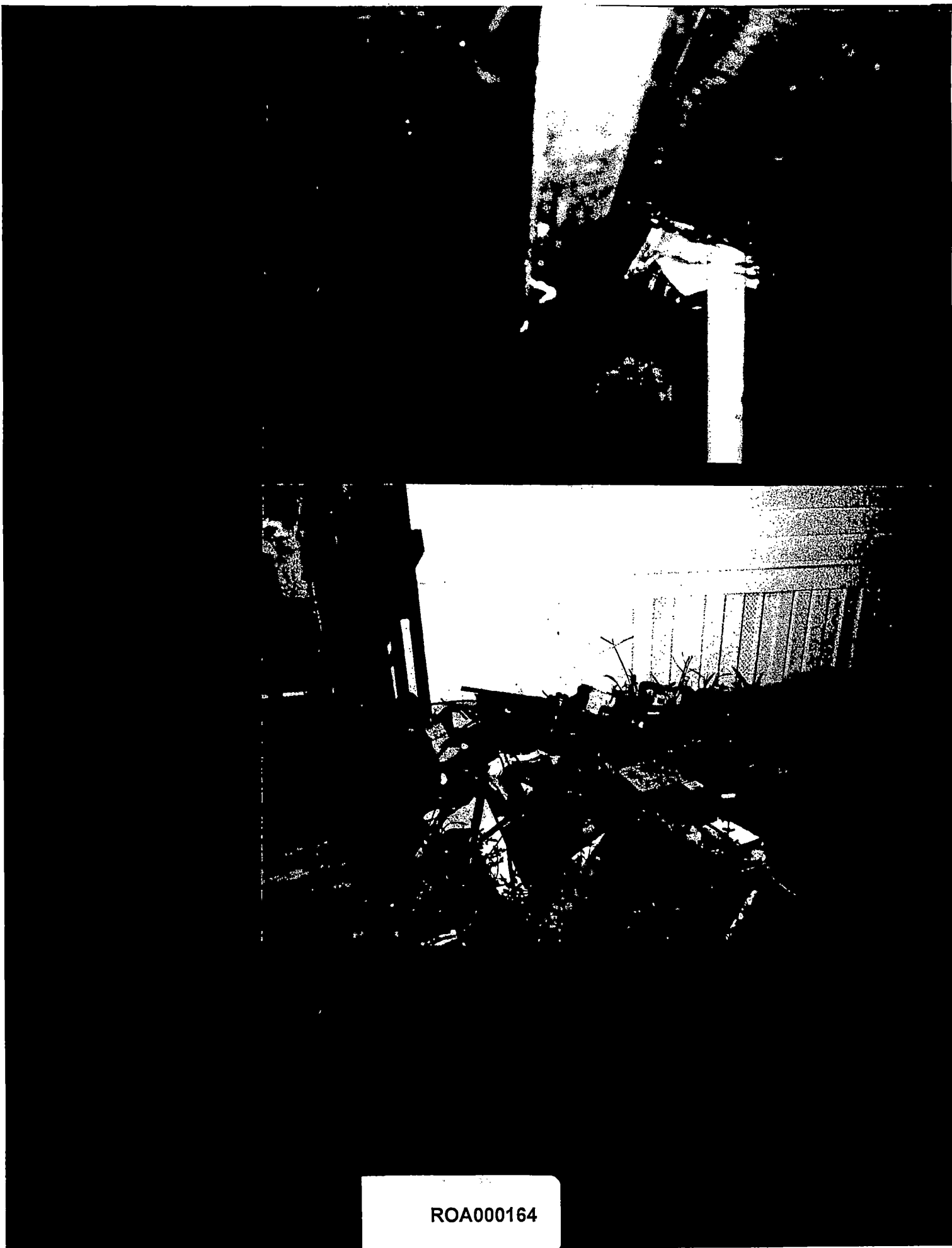
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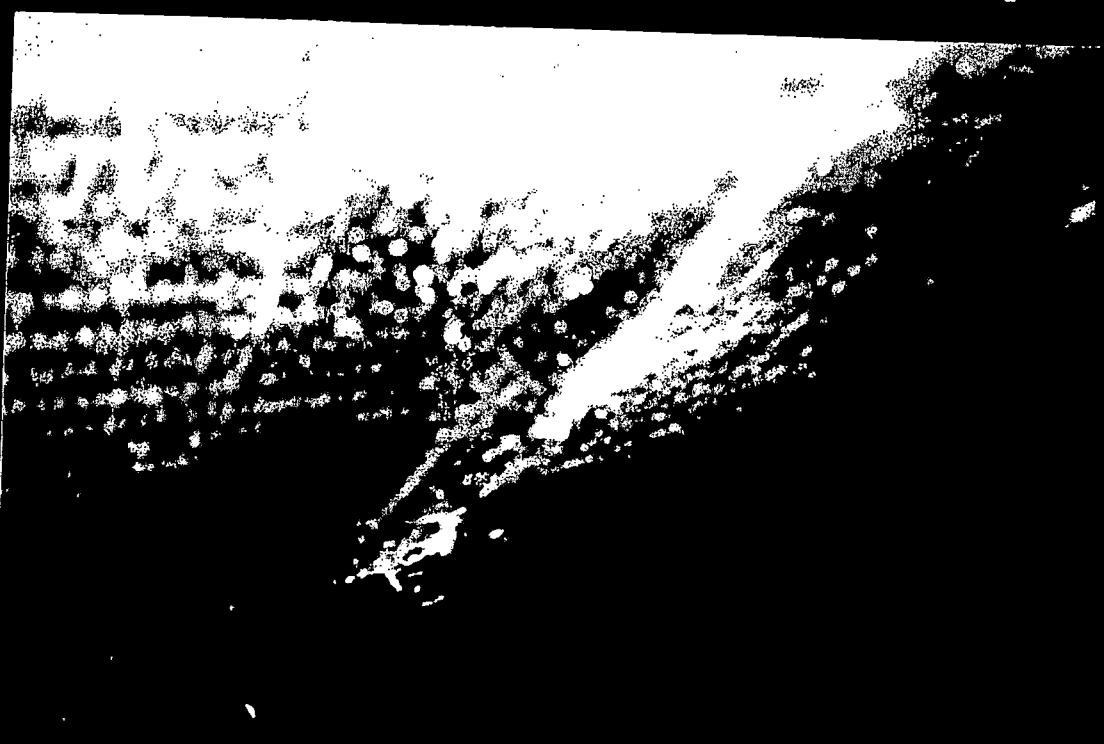
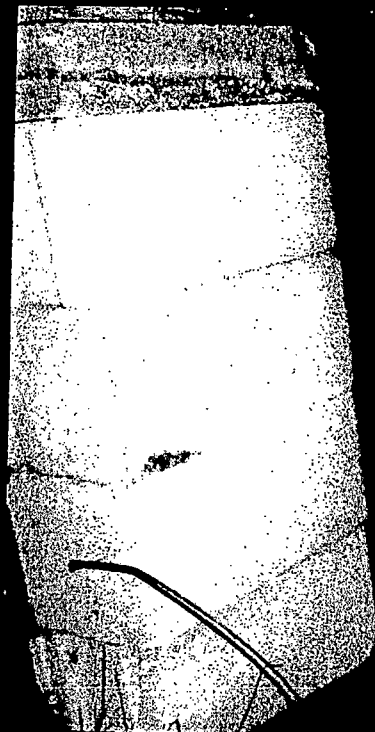
ROA000162



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ROA000164



ROA000165



ROA000166



ROA000167



INVOICE
SEND ALL PAYMENTS TO:
PO BOX 409211
ATLANTA, GA 30384-9211

INVOICE NUMBER	31252566-001
ACCOUNT NUMBER	TN 10271965
INVOICE DATE	9/02/11
PAGE 1	

INVOICE TO

POWELL, JERRY THOMAS
430 ELKHORN NOBLES RD
PARIS, TN 38242

JOB ADDRESS

132 NORTH CARLYLE ST, GASTON
POWELL, JERRY THOMAS
430 ELKHORN NOBLES RD
PARIS, TN 38242

C#: 731-363-9120 J#: 731-363-9120

RECEIVED BY POWELL, J	CONTRACT NUMBER 31252566-001
PURCHASE ORDER NUMBER N/R	
JOB NUMBER CPU	
BRANCH 089 CAYCE PC089 2207 DIXIANA RD WEST COLUMBIA, SC 29172-3012 803-926-0100	

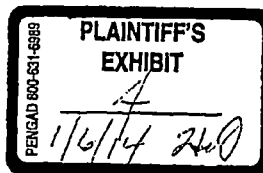
QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1	10,000 WATT GENERATOR 326635 Make: MQ Model: GA97HE Ser #: 5643223 HR OUT: 16.000 HR IN: 25.000 TOTAL: 9.000 Billed from 8/26/11 thru 9/02/11	60.00	80.00	240.00	665.00	240.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	RTD211218	EA	10.090			10.09
1	RATCHET STRAP 1"X12' 2PK					
1	ENVIRONMENTAL	EA	3.600			3.60
	ENVIRONMENTAL					
	RF					N/C
	RETURNED FULL					
1	RENTAL PROTECTION PLAN					36.00

PAYMENT HISTORY

DATE	TYPE	REF #	AUTH #	TRANS TYPE	AMOUNT	APPLIED
8/26/11	VISA	PC089	**7560 G33461	CHARGED	113.09	113.09
8/30/11	VISA	PC089	**7560 S83766	CHARGED	196.88	196.88

Deposit: 309.97

CONTINUED



All Your Equipment Needs...
One Company.

NET DUE UPON RECEIPT

RENTAL RETURN

ROA000168

SUBTOTAL	CONTINUED
TAX	
INVOICE TOTAL	

State of South Carolina
County of Lexington

A contract to purchase offered on the ____ day of _____ 2011, between Lydia Miller, hereinafter referred to as Purchaser, to Willie M Fields hereinafter referred to as Seller.

Offer and Description

Purchaser agrees to buy; Seller agrees to sell a used 1995 Southern Mobile Home, serial # DSDAL10544A&B. Home to be located at 132 N. Carlisle St, Gaston, S.C. 29053

Conveyance Shall Be Made

Conveyance shall be made subject to all covenants of record (provided they do not make the title unmarkable) and to all government statutes, ordinances, rules and regulations. Purchaser will not receive title until contract is paid in full.

Price/Financing

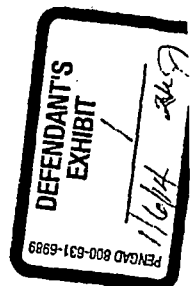
The purchase price is \$45,400.00, to be paid as follows: Purchaser is to make down payment of \$12,000.00, leaving a balance of \$33,400.00 to be financed for 11 years at an 12.75% interest rate. The monthly payments will be \$471.79. The first payment is due September 15th, 2011. The monthly payment is due on the 15th of each month, to be paid no later than the 20th of each month. Any payments made after the 20th of the month, are to include a \$50.00 monthly late charge. If the payment is not received prior to the next monthly payment then an additional \$50.00 will be due for that month and the previous month and so on. Included in the price of the home: delivery and set up, leveling, blocking and anchoring of the home, Installing 3 entry level wood deck steps to code, vinyl skirting around bottom of the house, install water line and connect to home, install septic tank and connect septic lines. Disconnect existing A/C and reconnect once house is set up. There is no warranty or guarantee on A/C. Connect power pole. Also included are used appliances regular stove, refrigerator. Purchaser is responsible for providing all permits.

Initials:

Initials:

Possession

Purchaser and Seller will walk through home and pictures will be taken to document condition of home prior to Purchaser moving in. Purchaser to take possession of property upon completion of repairs. If Purchaser fails to make payments per the agreement of the contract and the Seller has to repossess the home, the Purchaser agrees to remove all personal items and occupants from the property. Purchaser agrees to pay all taxes, both property and sales tax. Purchaser agrees to have home insured until paid in full. Should insurance lapse on the above mobile home, Seller will force place insurance and the cost



ROA000169

will be added to the contract. Purchaser to provide full coverage insurance on home with Willie M Fields as Leinholder.

Conditions

Purchaser understands home is being sold as a used home and only the items listed below and agreed upon by both Purchaser and Seller will be done to the home. Listed below are the repairs that Mr Fields will be responsible for and only responsible for. Interior of the home is to be painted thru-out in a neutral off white. Vinyl flooring thru out the home that Mr Fields will pick out and install. Repair master bathroom shower. Purchaser accepts the home in its current condition. The home is being purchased for the purpose of repair only and not for habitation until the standards of minimum habitability are met. Purchaser agrees home is being sold as a single family home and only persons named on this contract and their immediate family is to live in home unless agreed upon by both the Purchaser and Seller. Purchaser agrees to keep home in present condition other than normal wear. Purchaser is responsible for maintenance and repairs on home.

Defaults

If Purchaser defaults in the payments or defaults in performance of any of the conditions of this contract, the Seller may give the Purchaser notice of the default and if Purchaser does not cure any such default with in thirty (30) days after giving of such notice, the Seller may terminate this contract, and Purchaser will be forced to vacate the home. Any legal fees incurred for a legal repo will be deemed the responsibility of buyers.

Signatures below signify acceptance of all conditions stated herein all pages

Signed, Sealed, and Delivered this ____ day of ____, 2011 in the presence of

Purchaser _____ Witness to Purchaser _____

Seller _____ Witness to Seller _____

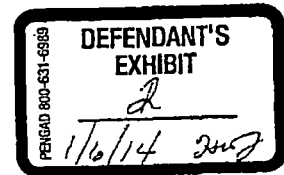
Refurb Co

5576 Edmund Hwy
Lexington, SC 29073

Invoice

Date	Invoice #
7/19/2011	52

Bill To
lydia miller 132 n. carlisle st gaston sc 29053



		P.O. No.	Terms	Project
Quantity	Description	U/M	Rate	Amount
	install vinyl floor coverings thru out home		3,500.00	3,500.00
	repair sub floors		500.00	500.00
	paint walls thru out		2,500.00	2,500.00 *
	paint cabinets(kitchen)		300.00	300.00
	install power pole		1,000.00	1,000.00 *
	install used electric stove,used refrig		500.00	500.00
	del &reset home		4,500.00	4,500.00 +
200	install water line approx 200lf@3.00 lf		3.00	600.00 **
	water tap		540.00	540.00 *
3	deck steps to code		375.00	1,125.00
	repair/replace broken stm door,one broken window		500.00	500.00
	dozier to locate at site		650.00	650.00 *
	install septic system		2,500.00	2,500.00 *
	break down home and ready for transport		2,200.00	2,200.00 *
	Out-of-state sale, exempt from sales tax		0.00%	0.00
			Total	\$20,915.00

HIGH LITE ITEM NOT DONE

- 1900.00

19015.00

3600.00

to Left Costs 22615.00

Phone #	Fax #
803-955-9950	803-955-9202

ROA000171

Refurb Co

5576 Edmund Hwy
Lexington, SC 29073

Invoice

Date	Invoice #
10/6/2011	64

Bill To
lydia miller 132 n. carlisle st gaston sc 29053

		P.O. No.	Terms	Project
Quantity	Description	U/M	Rate	Amount
	break down mobile home at 132 n carlisle st gaston and transport to edmund hwy lexington sc dozier to remove home from property		3,100.00 500.00	3,100.00 500.00 *
	2200.00 breakdown and make ready for transport 450.00 per section transport cost 500.00 for dozier to remove from property Out-of-state sale, exempt from sales tax		0.00%	0.00
			Total	\$3,600.00

Phone #	Fax #
803-955-9950	803-955-9202

ROA000172

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas

Edgar W. Dickson, Presiding Judge

Case No. 2012-CP-32-1472

RECEIVED

MAY 23 2014

SC Court of Appeals

Lydia Miller and Doris Knight.....Plaintiffs

v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants

OF WHOM:

Lydia Miller.....Respondent

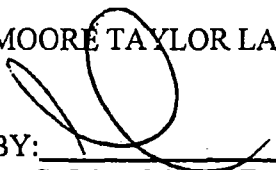
v.

Willie Fields.....Appellant.

NOTICE OF APPEAL

Defendant, Willie Fields, appeals the order of the Honorable Edgar W. Dickson, dated April 7, 2014, and filed April 28, 2014, a copy of which is attached hereto and incorporated here.

MOORE TAYLOR LAW FIRM, P.A.

BY: 

S. Jahue Moore, Esquire
John C. Bradley, Jr., Esquire
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, South Carolina 29171
(803) 796-9160

West Columbia, South Carolina

May 28, 2014

Other Counsel of Record:

Joshua Koger, Jr., Esquire
Koger Law Firm
1408 Russell Street
P. O. Box 513
Orangeburg, SC 29116
(803) 535-0111

ATTORNEY FOR THE RESPONDENT

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP3201472

Lydia Miller	Doris Knight	Willie Fields	Refurbished Center Inc
PLAINTIFF(S)		DEFENDANT(S)	

Submitted by:	Attorney for: ☐ Plaintiff ☐ Defendant ☐ Self-Represented Litigant
---------------	---

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit);
☐ Rule 43(k), SCRPC (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other:

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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

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

Circuit Court Judge

Judge Code

5/2/2014
Date

For Clerk of Court Office Use Only

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on 2nd of May 2014, to attorneys of record or to parties (when appearing pro se) as follows:

Joshua Koger Jr.

PO Box 393 33 Franklin Street Barnwell, SC 29812

ATTORNEY(S) FOR THE PLAINTIFF(S)

William F. Gorski

205 W. Main St. Lexington, SC 290722633

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/mh

Court Reporter

Beth A. Carrigg - Clerk of Court

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

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

STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON ELEVENTH JUDICIAL CIRCUIT

Lydia Miller,
Doris Knight,

Plaintiffs,

Vs.

Willie Fields,
Paula White,
The Refurb Center, Inc.

Defendants.

File No.: 2012-CP-32-1472

BETH A. CARRISON
CLERK OF COURT
LEXINGTON

ORIGINAL

FINAL ORDER

This matter comes before me on January 6, 2014 upon the filing of a
Summons and Complaint by the Plaintiff on ~~March~~ ^{April 2}, 2012 for breach of contract,
detrimental reliance and conversion. Subsequently, the Defendant timely answered and
counterclaim for breach of contract. Present at the hearing was Plaintiff Lydia Miller, her
attorney, Joshua Koger, Jr., the Defendants and their attorney, William F. Gorski. After
hearing the arguments and reviewing the exhibits, the Court makes the following findings
of facts and conclusions of law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Court finds that a valid contract existed between Plaintiff Miller and
Defendant Fields and, thus, the Court awards Plaintiff Miller the sum of Twelve Dollars
(12,000.00)

2. The Court finds that Plaintiff Miller paid Twelve Thousands Dollars
(\$12,000.00) to Defendant Fields as a down payment toward a purchase of a mobile
home.

3. The Court finds that Defendant Fields represented to Plaintiff Miller that the mobile home would be in a livable condition upon the arrival of Plaintiff Miller in August of 2011.

4. The Court finds that the mobile home was not in livable condition upon the arrival of Plaintiff Miller in August of 2011;

5. The Court finds that Plaintiff Miller did not receive from Defendant Fields what was bargained in return for the given consideration by Plaintiff Miller and that the consideration should be returned to Plaintiff Miller.

6. The Courts finds that no other claims and damages by Plaintiff Miller were proven to the Court.

7. That Courts finds that incidental and/or consequential damages are costs that should be borne by the respective parties.

8. The Court finds the Defendant White should be dismissed from this action as she is not a proper party.

9. The Courts finds that Defendant Knight did not appear at this hearing and thus, she did not pursue her claim of conversion and thus, her claim should be dismissed.

10. This Court has jurisdiction over the parties and subject matter of this action.

THEREFORE, IT IS HEREBY ORDERED:

A. Plaintiff Miller is awarded Twelve Thousand Dollars (\$12,000.00) on a breach of contract claim from Defendant Fields;

B. Defendant Fields is to pay this sum to Plaintiff Miller within 15 days of the signing and filing of this Order.

C. Defendant White is dismissed from this action;

ROA000178

2/3 

D. The claim of Plaintiff Knight is dismissed from this action;

AND IT IS SO ORDERED.




The Honorable Edgar W. Dickson
Presiding Judge of Eleventh Judicial Circuit

Orangeburg, SC

Date: April 7, 2014

FILED

2014 APR 28 P 2:59

BETH A. CARRICO
CLERK OF COURT
ELEVENTH JUDICIAL CIRCUIT

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas
Edgar W. Dickson, Presiding Judge

RECEIVED

MAR 13 2014

SC Court of Appeals

Case No. 2012-CP-32-1472

Lydia Miller and Doris Knight.....Plaintiffs

v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants

OF WHOM:

Lydia Miller.....Respondent

v.

Willie Fields.....Appellant.

CERTIFICATE OF SERVICE

PERSONALLY appeared before me Tammy E. Black who, on oath, says that she is an assistant for S. Jahue Moore, the Attorney for the Appellant in this action, and that she has, pursuant to his instructions, effected service of one copy of the NOTICE OF APPEAL upon the Attorney for the Respondent by placing a copy of said NOTICE OF APPEAL in the United States mail, in an envelope with sufficient postage affixed thereto, addressed as follows:

Joshua Koger, Jr., Esquire
Koger Law Firm
1408 Russell Street
P. O. Box 513
Orangeburg, SC 29116

SWORN to before this 28th
day of March, 2014.
[Signature] (SEAL)
Notary Public for South Carolina
My Commission Expires: 3-31-2018

[Signature]
Tammy E. Black

ROA000180

RECEIVED

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

JUL 08 2014

SC Court of Appeals

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas

Edgar W. Dickson, Presiding Judge

Case No. 2012-CP-32-1472

Lydia Miller and Doris Knight.....Plaintiffs,

v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants,

of whom:

Lydia Miller.....Respondent,

v.

Willie Fields.....Appellant.

AMENDED NOTICE OF APPEAL

Willie Fields appeals the order of the Honorable Edgar W. Dickson, dated April 7, 2014, and filed April 28, 2014, a copy of which is attached hereto and incorporated herein. Appellant received written notice of entry of this order on May 3, 2014.

MOORE TAYLOR LAW FIRM, P.A.

By: _____

S. Jahue Moore, Esquire
John C. Bradley, Jr., Esquire
1700 Sunset Boulevard
P.O. Box 5709
West Columbia, SC 29171
(803) 796-9160

West Columbia, South Carolina
July 7, 2014

ROA000181

Other Counsel of Record:

Joshua Koger, Jr., Esquire
Koger Law Firm
1408 Russell Street
P. O. Box 513
Orangeburg, SC 29116
(803) 535-0111

ATTORNEY FOR THE RESPONDENT

FORM 4

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE
CASE NUMBER 2012CP3201472

Lydia Miller Doris Knight Willie Fields Refurbished Center Inc

PLAINTIFF(S)

DEFENDANT(S)

Submitted by:

Attorney for: ☐ Plaintiff ☐ Defendant
☐ Self-Represented Litigant

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☐ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered. ☐ See Page 2 for additional information.
- ☐ **ACTION DISMISSED (CHECK REASON):** ☐ Rule 12(b), SCRCP; ☐ Rule 41(a), SCRCP (Vol. Nonsuit);
☐ Rule 43(k), SCRCP (Settled); ☐ Other: _____
- ☐ **ACTION STRICKEN (CHECK REASON):** ☐ Rule 40(j) SCRCP; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award; ☐ Other: _____
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT (CHECK APPLICABLE BOX):**
☐ Affirmed; ☐ Reversed; ☐ Remanded; ☐ Other: _____

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

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

ORDER INFORMATION

This order ☐ ends ☐ does not end the case.

Additional Information for the Clerk: _____

INFORMATION FOR THE JUDGMENT INDEX

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

Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

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

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

5/2/2014

Circuit Court Judge

Judge Code

Date

For Clerk of Court Office Use Only

ROA000183

This judgment was entered on , and a copy mailed first class or placed in the appropriate attorney's box on 2nd of May 2014, to attorneys of record or to parties (when appearing pro se) as follows:

Joshua Koger Jr.

PO Box 393 33 Franklin Street Barnwell, SC 29812

ATTORNEY(S) FOR THE PLAINTIFF(S)

William F. Gorski

205 W. Main St. Lexington, SC 290722633

ATTORNEY(S) FOR THE DEFENDANT(S)

Beth A. Carrigg/mh

Court Reporter

Beth A. Carrigg - Clerk of Court

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

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

ROA000184

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Lydia Miller,
Doris Knight,

Plaintiffs,

Vs.

Willie Fields,
Paula White,
The Refurb Center, Inc.

Defendants.

BETH A. CARRIE
CLERK OF COURT
LEXINGTON

File No.: 2012-CP-32-1472

ORIGINAL

FINAL ORDER

This matter comes before me on January 6, 2014 upon the filing of a
Summons and Complaint by the Plaintiff on ~~March~~ ^{April 2}, 2012 for breach of contract,
detrimental reliance and conversion. Subsequently, the Defendant timely answered and
counterclaim for breach of contract. Present at the hearing was Plaintiff Lydia Miller, her
attorney, Joshua Koger, Jr., the Defendants and their attorney, William F. Gorski. After
hearing the arguments and reviewing the exhibits, the Court makes the following findings
of facts and conclusions of law.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. The Court finds that a valid contract existed between Plaintiff Miller and
Defendant Fields and, thus, the Court awards Plaintiff Miller the sum of Twelve Dollars
(12,000.00)
2. The Court finds that Plaintiff Miller paid Twelve Thousands Dollars
(\$12,000.00) to Defendant Fields as a down payment toward a purchase of a mobile
home.

3. The Court finds that Defendant Fields represented to Plaintiff Miller that the mobile home would be in a livable condition upon the arrival of Plaintiff Miller in August of 2011.

4. The Court finds that the mobile home was not in livable condition upon the arrival of Plaintiff Miller in August of 2011;

5. The Court finds that Plaintiff Miller did not receive from Defendant Fields what was bargained in return for the given consideration by Plaintiff Miller and that the consideration should be returned to Plaintiff Miller.

6. The Courts finds that no other claims and damages by Plaintiff Miller were proven to the Court.

7. That Courts finds that incidental and/or consequential damages are costs that should be borne by the respective parties.

8. The Court finds the Defendant White should be dismissed from this action as she is not a proper party.

9. The Courts finds that Defendant Knight did not appear at this hearing and thus, she did not pursue her claim of conversion and thus, her claim should be dismissed.

10. This Court has jurisdiction over the parties and subject matter of this action.

THEREFORE, IT IS HEREBY ORDERED:

A. Plaintiff Miller is awarded Twelve Thousand Dollars (\$12,000.00) on a breach of contract claim from Defendant Fields;

B. Defendant Fields is to pay this sum to Plaintiff Miller within 15 days of the signing and filing of this Order.

C. Defendant White is dismissed from this action;

ROA000186

D. The claim of Plaintiff Knight is dismissed from this action;

AND IT IS SO ORDERED.




The Honorable Edgar W. Dickson
Presiding Judge of Eleventh Judicial Circuit

Changbrey, SC

Date: April 7, 2014

BETH A. CARRIE
CLERK OF COURT
ELEVENTH JUDICIAL CIRCUIT

2014 APR 28 P 2:59

FILED

RECEIVED
JUL 08 2014
SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas
Edgar W. Dickson, Presiding Judge

Case No. 2012-CP-32-1472

Lydia Miller and Doris Knight.....Plaintiffs,

v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants,

of whom:

Lydia Miller.....Respondent,

v.

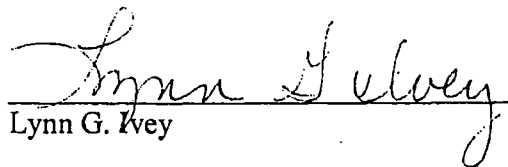
Willie Fields.....Appellant.

PROOF OF SERVICE

I, Lynn G. Ivey, an employee of Moore Taylor Law Firm, PA, certify that I have served the Amended Notice of Appeal on counsel of record for Respondent in this action by depositing a copy of same in the United States Mail, postage prepaid, on July 7, 2014, addressed as follows:

Joshua Koger, Jr., Esquire
Koger Law Firm
P.O. Box 513
Orangeburg, SC 29116

July 7, 2014


Lynn G. Ivey

ROA000188

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

JUL 09 2015

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas

SC Court of Appeals

Edgar W. Dickson, Presiding Judge

Appellate Case No. 2014-001154

Lydia Miller and Doris Knight.....Plaintiffs,

Of Whom Lydia Miller is the Respondent,

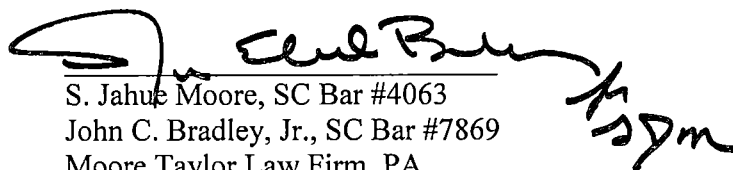
v.

Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants,

Of Whom Willie Fields.....Appellant.

CERTIFICATE OF COUNSEL

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



S. Jahue Moore, SC Bar #4063
John C. Bradley, Jr., SC Bar #7869
Moore Taylor Law Firm, PA
1700 Sunset Boulevard
Post Office Box 5709
West Columbia, SC 29171
(803) 796-9160
john@mttlaw.com
ATTORNEYS FOR APPELLANTS

July 9, 2015

ROA000189

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM LEXINGTON COUNTY
In the Court of Common Pleas

Edgar W. Dickson, Presiding Judge

Appellate Case No. 2014-001154

RECEIVED

JUL 09 2015

SC Court of Appeals

Lydia Miller and Doris Knight.....Plaintiffs,

Of Whom Lydia Miller is the Respondent,

v.

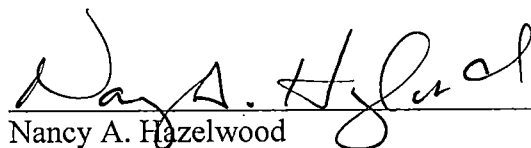
Willie Fields, Paula White, and The Refurb Center, Inc.....Defendants,

Of Whom Willie Fields.....Appellant.

PROOF OF SERVICE

I, Nancy A. Hazelwood, an employee of the Moore Taylor Law Firm, PA, certify that I have served the Record on Appeal on counsel of record for Respondent in this action by depositing a copy of same in the United States Mail, postage prepaid, on July 9, 2015, addressed as follows:

Joshua Koger, Jr., Esquire
P.O. Box 393
Barnwell, SC 29812


Nancy A. Hazelwood

West Columbia, South Carolina
July 9, 2015