

1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF SPARTANBURG

3 STOCK BUILDING SUPPLY, LLC,)

4 PLAINTIFF,)

5 -VS-)

TRANSCRIPT OF TESTIMONY

6 QUINTIN MARCEL MEREDITH,)
7 LATONYA F. MEREDITH, QMM)
8 DEVELOPMENT, LLC AND GBS)
9 BUILDING SUPPLY, INC.,)

(2016CP42-04657)

10 DEFENDANTS.)

11 IN RE:)

Spartanburg, South Carolina

12 GBS BUILDING SUPPLY, INC.,)

13 PLAINTIFF,)

14 -VS-)

15 QMM DEVELOPMENT, LLC, QUINTIN)
16 MARCEL MEREDITH, LATONYA F.)
17 MEREDITH, AND STOCK BUILDING)
18 SUPPLY, LLC,)

19 DEFENDANTS)

RECEIVED

JUN 21 2017

SC Court of Appeals

20 REFERENCE HELD:

APRIL 24, 2017.

21 B E F O R E:

HONORABLE GORDON G. COOPER,
MASTER-IN-EQUITY FOR SPARTANBURG COUNTY.

22 APPEARANCES:

GULLIVAN, WHITE & BOYD, P.A.
BY: W. DUFFIE POWERS, ESQUIRE
Attorneys for GBS Building Supply, Inc.

BY: ANDREW R. HART, ESQUIRE
Attorney for Quintin Marcel Meredith, Latonya F.
Meredith, and QMM Development, LLC.

Quintin Marcel Meredith, Pro Se.
Latonya F. Meredith, Pro Se.

Sarah Hollis, Court Reporter

1 THE COURT: We go on the record in the case of GBS Building Supply, Inc., versus QMM
2 Development, LLC, Quintin Marcel Meredith, Latonya F. Meredith, and Stock Building Supply,
3 LLC. This is case number 2016CP42-5162. It looks like that there are two matters that are
4 pending. One is the Motion for Summary Judgment filed by GBS Building Supply, Inc., and the
5 other is a Motion by Mr. Hart to be relieved as counsel. Is that correct?

6 MR. HART: That is correct, Your Honor, yes sir.

7 THE COURT: And Mr. Hart at your table is that Mr. Meredith?

8 MRS. MEREDITH: Yes.

9 MR. HART: It is both, Mr. and Mrs. Meredith, who together are QMM Development, LLC., so
10 it represents all three clients who are Defendants in this case, as far as I am concerned.

11 THE COURT: All right. Well where are we on this case. I see that there has been answers
12 filed and have been filed and amended answers.

13 MR. HART: That is correct, Your Honor. On the Motion to be Relieved as Counsel, the basis
14 for this is not a decision by myself to be removed as counsel for any particular reason by itself.
15 If I may approach, Your Honor.

16 THE COURT: Yes.

17 MR. HART: Your Honor, this correspondence was given to me by my clients asking for me to
18 be relieved as their attorney. I believe now as well it suffices for my Motion to be Relieved as
19 Counsel in addition to that the motion that I have filed saying that there was a breakdown in the
20 attorney client relationship. There is a failure to pay the fees as well. Not the basis for this
21 notice alone, therefore it is basically my Motion to be Relieved as Counsel based on the requests
22 of my clients.

23 MR. POWERS: Your Honor, I don't have too much of a bone to pick with this and I really don't
24 want to get in the middle of it. My issue is this, I have had this case settled a number of times.
25 The most recent was November of 2016. This money has been outstanding going on almost two

1 as far as my filing of the original documents. If I could just have a moment to hand them over to
2 them.

3 THE COURT: All right. That is fine. But I am not going to delay this because it has been
4 since January that they relieved you and they had the opportunity to find another counsel.

5 MR. MEREDITH: He is not going to present the case.

6 THE COURT: Sir if you wanted to represent yourself it has been since January and nothing has
7 been filed in this case.

8 MR. MEREDITH: I didn't know that I could do that.

9 THE COURT: I understand sir. But you sent a letter firing Mr. Hart back in January.

10 MR. MEREDITH: In January.

11 THE COURT: I will not allow this to drag on. You fired your attorney and you can't just sit
12 there. Do you see what I am saying?

13 MR. MEREDITH: Can I still represent myself?

14 THE COURT: You are welcome to represent yourself but you haven't filed anything.

15 MR. HART: Your Honor, Mr. Meredith is hard of hearing as well.

16 THE COURT: Well she is telling him. I am listening to what she is saying.

17 MR. MEREDITH: Can I represent myself?

18 THE COURT: Now you can't move this to another level. You fired Mr. Hart. You had an
19 attorney and he filed an Answer on your behalf and for you to now say that we are not letting you
20 represent yourself. You had the opportunity back in January but to drag this along and now we
21 are talking about April.

22 MR. MEREDITH: Well I was representing myself and then as far as filing the paperwork that
23 was the reason why we hired him to start with.

24 THE COURT: Well he filed an Answer on your behalf.

25 MR. MEREDITH: To file the paperwork.

1 THE COURT: Well he filed an Answer, he appropriately filed an Answer for you.
2 MR. MEREDITH: He filed an Answer on our behalf. They put a claim against us.
3 THE COURT: He filed that almost a year ago for you. I am looking at it right here.
4 MRS. MEREDITH: I have one question.
5 MR. MEREDITH: We sent a letter before and they said that wasn't the correct way to do it.
6 THE COURT: Well I don't know who you filed it with and who told you that. But it is not of
7 record and my office did not tell you that.
8 MR. MEREDITH: I told them I wanted to file the paperwork. They told me that was not the
9 correct way.
10 THE COURT: Well what I am looking at is what is apart of the record here and you had an
11 Answer filed on your behalf by your attorney over a year ago. And then you fired your attorney.
12 So at this point we are here on a Motion for Summary Judgment.
13 MRS. MEREDITH: I have a question about that. My name was added to the GBS judgment
14 and I have never ever signed any paperwork with GBS and never seen any paperwork with GBS,
15 ever. And my name was sent in with the judgment.
16 MR. HART: Just to make clear, there were two cases involved with the Merediths.
17 THE COURT: Right.
18 MR. HART: There is GBS and Stock Building.
19 THE COURT: Right.
20 MR. HART: There is no judgment in this case as of right now.
21 THE COURT: Mr. Hart are you back in this case?
22 MR. HART: I would simply request if I could to turn over the file now.
23 THE COURT: Turn over the file and you are excused.
24 MR. HART: Thank you, Your Honor.
25 THE COURT: All right.

1 MR. POWERS: Your Honor, just to respond to that. Mrs. Meredith was named because she is
2 one of the property owners of the property which the lien was filed against.

3 THE COURT: All right. Why don't we start then. You all listen very closely because he is
4 going to do what is called a Motion for Summary Judgment. And he will explain why Mrs.
5 Meredith you are included, okay. Counsel if you would just take it a step at a time as far as
6 where we are. At this point it is a motion for summary judgment based on the pleadings and
7 counsel is going to set it out very clearly as to why he on behalf of the Plaintiff feels that they are
8 entitled or actually they are your co-Defendant in the other case and they are the Plaintiff in this
9 case. All right.

10 MR. MEREDITH: Yes sir.

11 THE COURT: All right counsel. If you would go through the basis for your motion?

12 MR. POWERS: Yes, Your Honor. This case arises out of the supply of construction materials
13 to a residence being constructed outside of Spartanburg County. Additionally, the primary
14 material supplier was Stock Building Supply. At some point and for some reason, I don't know
15 whether Stock fell out of favor with the Defendants in this case but Mr. Meredith went to GBS,
16 my client, and signed a credit application and was approved for a certain amount of credit and
17 was supplied materials. Various and sundry type of materials from GBS. Okay. The credit
18 application from July 25, 2015 was executed by QMM but also included a personal guarantee on
19 any funds due on the QMM account from Mr. Meredith.

20 THE COURT: Do you have that counsel?

21 MR. POWERS: I sure do.

22 THE COURT: Wait just a minute. He is going to show you that document.

23 MR. POWERS: For the record, what I have handed him is a copy of the file, a verified
24 Summons and Complaint. And I have turned it over to the page, the credit application.

25 MR. MEREDITH: Your Honor, I did not submit this and this is not my signature.

1 THE COURT: You are saying that is not your signature? You are denying this is your
2 signature?

3 MR. MEREDITH: Yes sir.

4 THE COURT: Counsel is there anything in the deposition that relate to that?

5 MR. POWERS: Your Honor, the testimony from Mr. Meredith was he started ordering
6 materials from GBS because he was dissatisfied with Stock and he had no troubles with materials
7 he obtained from GBS. And he testified Your Honor, specifically, the question was, why
8 haven't you paid them. I mean the same way that they wanted me to pay the bill in full and I
9 worked it out with GBS now. And I have never told anybody that I had any problem with GBS
10 because I didn't. I just needed to pay the bill. I will be happy at this time to hand a copy of this
11 deposition transcript to Mr. Meredith.

12 THE COURT: Let me look at the Answer.

13 MR. POWERS: May I approach, Your Honor.

14 THE COURT: Yes. All right. Show a copy of the deposition to Mr. Meredith?

15 MR. POWERS: Yes sir.

16 THE COURT: Mr. Meredith, he is going to show you a copy of your deposition testimony.

17 MR. MEREDITH: Yes sir.

18 MR. POWERS: Do you remember your deposition sir where they sat you down and a bunch of
19 questions were asked?

20 MR. MEREDITH: I didn't answer anything for GBS.

21 MR. POWERS: Okay. I am going to let the record reflect for itself.

22 MR. MEREDITH: I didn't answer anything for GBS. I have a hearing problem. And I know
23 for sure that I didn't answer any questions in deposition for GBS. Now I did with Stock
24 Building Supply but I did not sit down with GBS.

25 MR. POWERS: Your Honor, I was in attendance for that deposition by telephone means.

1 THE COURT: Are you saying that you never ordered anything from GBS and that is not your
2 signature? Is that what you are saying?

3 MR. MEREDITH: No. I ordered something from GBS. Yes, but as far as this paperwork here
4 I didn't submit it and I didn't sign it. As far as me sitting down with GBS. I sent GBS a letter
5 stating to them that I had an accident and that I would pay them in full. But all of sudden I got a
6 court order and stuff and I was trying to answer it.

7 MR. POWERS: Your Honor, for the record I do recall the correspondence that we received
8 from Mr. Meredith but unfortunately we couldn't come to satisfactory terms for the resolution of
9 the debt. He did attempt to reach out to us but what was proposed wasn't realistic for my client
10 in terms of repayment of the debt. And as far as selling materials without a credit application,
11 Your Honor, not even the best clients, the best customers for my client work without a credit
12 application.

13 THE COURT: In your Answer, Paragraph 7 of your Answer, it says that you admit that you
14 executed a business credit application with the Plaintiff for the purchase of building materials.

15 MR. MEREDITH: For thirty five thousand dollars. But I didn't submit it. I mean - - -

16 THE COURT: I am looking at your Answer that your attorney filed on your behalf. It says
17 they admit that you executed a business credit application to the plaintiff for the purchase of
18 building materials.

19 MRS. MEREDITH: Paragraph 7.

20 THE COURT: I am looking at Paragraph 7 of your Answer that you filed. I don't think that is
21 what you are looking at there.

22 MR. MEREDITH: A business application?

23 THE COURT: What I am saying Mr. Meredith is you admitted that you did. Right here on
24 this piece of paper. And that is the credit application that you are looking at.

25 MR. MEREDITH: I wish he was here now.

1 THE COURT: Well you fired him.

2 MR. MEREDITH: Because my case wasn't being presented.

3 THE COURT: Well Mr. Meredith that was your decision. All I am doing is looking at what is
4 right here on this, the filings that has been done.

5 MR. MEREDITH: I wonder where the application is coming from?

6 THE COURT: Well I am looking at everything that has been filed in this case.

7 MR. MEREDITH: Okay. This has got Stock Building on top of here. I received a letter saying
8 that I had an account with Stock Builders and GBS. And yes, I did order materials from them
9 but I never filled this form out for an account with them. They sent me a letter saying that I had
10 an account with them.

11 MR. POWERS: Your Honor in looking at Mr. Meredith's responsive pleadings that is deemed
12 admitted. It has been confirmed by his deposition testimony that in fact materials were ordered
13 by GBS. A debt was incurred on that account and it is still outstanding. And Mr. Meredith
14 admitted at that time that it was unpaid.

15 THE COURT: Well lets go to the next step and we will kind of circle around back to this one.
16 Why is she on this? So that she will understand. Well let me look back at one thing as far as
17 your pleadings.

18 MR. POWERS: Okay.

19 THE COURT: This action is for the foreclosure of a mechanic lien on the property located at
20 2981 Highway 4174, Woodruff.

21 MRS. MEREDITH: Yes sir.

22 THE COURT: For a mechanic's lien. This property was purchased by Quinton Marcel
23 Meredith and Latonya F. Meredith on July 8, 2013. And the reason that you are included is
24 because you are one of the owners of the property. Not on the debt but because you are one of
25 the owners of the property where the materials went.

1 MRS. MEREDITH: Okay. May I ask a question?

2 THE COURT: Sure.

3 MRS. MEREDITH: Okay. I understand that now but I see that they have a judgment against
4 me also and it went on my credit and I never filed anything.

5 THE COURT: Well I don't know about GBS.

6 MRS. MEREDITH: Right. GBS.

7 THE COURT: Well there is not a judgment in this case yet.

8 MRS. MEREDITH: Well Stock did the judgment.

9 THE COURT: Well Stock is not this company.

10 MRS. MEREDITH: Okay. Well I looked on line and seen that GBS added my name to the
11 judgment.

12 MR. POWERS: Your Honor, I have no judgment in this case right now. That is why we are
13 here today.

14 THE COURT: Well the other case has GBS as a Defendant in it. That is a totally different case
15 than this one.

16 MRS. MEREDITH: Okay sir, are you telling me now that as a owner of the property - - well I
17 understand that part.

18 THE COURT: Right.

19 MRS. MEREDITH: Are you saying now that if they get a judgment against my husband that
20 they are going to have a judgment against me, also?

21 THE COURT: No, the judgment is against the property. You are one of the owners of the
22 property so that is the reason that you are included. It is not against you personally it is against
23 the property.

24 MRS. MEREDITH: So are you telling me that it will not go on my credit file.

25 THE COURT: I am not telling you where it is going to go. I am just telling you that the

1 obligation for the payment of this lien is the property.

2 MRS. MEREDITH: Okay.

3 THE COURT: And if the property doesn't satisfy the lien then it is not going against you
4 personally. It is the property. Now Mr. Meredith personally signed a guaranty so a judgment
5 could go against him personally and the corporation or that LLC. So they are seeking to
6 foreclose and they have got to include the owners of the property.

7 MRS. MEREDITH: He signed.

8 MR. MEREDITH: It is just not right.

9 THE COURT: Mr. Meredith from what I have seen you ordered supplies from GBS.

10 MR. MEREDITH: Yes sir, I ordered some supplies.

11 THE COURT: Right. And you didn't pay for them. And the supplier has a right to a
12 mechanic's lien against the property where they furnished materials.

13 MR. MEREDITH: I ordered some supplies from GBS. Right when I had the accident, I wrote
14 GBS a letter and told them that I had an accident and I was going to pay them. They wrote me
15 and told me that I had to pay them in full.

16 THE COURT: Right. Which they have a right to. They don't have to take payments from
17 you. And they have already said that they did receive your letter but the terms were not
18 acceptable to them. So they don't have to take partial payments.

19 MR. MEREDITH: Even with them giving me the materials I really didn't have any way of
20 paying them in full: I wish before I took the materials that I had knew this ahead of time.

21 THE COURT: Well you made the decision at the time. You knew what it was.

22 MR. MEREDITH: I mean if they were going to demand their payment in full.

23 THE COURT: You mean you didn't think that they would ever want to be paid for the
24 materials?

25 MR. MEREDITH: Yes, I would like to pay them but I couldn't pay them in full.

1 THE COURT: I understand but that is not what they want. They want to be paid. And that is
2 why they are here.

3 MR. MEREDITH: I would like to pay them. I really would like to pay GBS. I mean I always
4 said that but they would not - - I know that they don't have to accept payments.

5 THE COURT: Right.

6 MR. MEREDITH: But that was the only way that I could pay them.

7 THE COURT: I understand but they didn't want to work it that way. So that is why they are
8 here today to get - - this is a Motion for Summary Judgment which means that they want to get
9 their judgment for the full amount that is due. Now if you work something out before it goes to
10 foreclosure sale that is up to you all.

11 MR. MEREDITH: I tried to work things out with them and I don't know what else to say I
12 mean I really don't know what else to say because I mean right now the situation that we are in -
13 I tried to work it out with them but they refused what I said that I could do. And they came back
14 with another answer and it was totally out of order of what I could do. And that is where we
15 were on working it out. I sent something to them that I could pay them the X amount of dollars
16 and try to get them paid for within the year and they refused it. They came back and said that
17 well give me X amount of dollars and then you still owe me the balance at the end. So I
18 couldn't do it, I mean I couldn't.

19 THE COURT: I appreciate your attempts to settle but they don't have to accept it. And that is
20 why they are here today. They did not accept your offer and they want to proceed with the
21 foreclosure of their lien or at least get an order as far as the amount due. And then they proceed
22 to sell it, if that is what they decide to do. I don't know what else is on the property as far as
23 other liens or other matters - - is the Stock a lien foreclosure as well?

24 MR. POWERS: Yes, Your Honor.

25 THE COURT: Are they going to take that to foreclosure sale? I haven't seen it.

1 MR. POWERS: I am working with counsel for Stock. They are going to take it.
2 THE COURT: All right.
3 MR. MEREDITH: Your Honor, we were in Court and they told us that we couldn't speak.
4 And the case wasn't ever presented.
5 THE COURT: Well I don't know anything about that case. I didn't handle it.
6 MR. MEREDITH: Okay.
7 THE COURT: All I know is that one has proceeded to judgment there, correct?
8 MR. POWERS: Yes, Your Honor.
9 THE COURT: There is already a judgment in that case. And there is a foreclosure of the
10 mechanic's lien. Is there a sale set for that or it is going to be set?
11 MR. POWERS: Once this is concluded there will be a sale set for it, Your Honor.
12 THE COURT: All right.
13 MR. MEREDITH: This is just not right.
14 THE COURT: That is Stock Building.
15 MR. MEREDITH: Stock Building. That is what I was trying to say. The case - - -
16 THE COURT: Sir that is not my case. I am dealing with this one right now and what is the total
17 amount due. Counsel I don't see an Affidavit of the debt.
18 MR. POWERS: Your Honor, it was a verified Complaint. The total amount due is Eight
19 thousand nine hundred fifty three & 97/100 (\$8,953.97) dollars.
20 THE COURT: All right.
21 MR. POWERS: Your Honor, if I can kind of back track it.
22 THE COURT: Yes.
23 MR. POWERS: Pursuant to the executed agreement with my client and QMM and Mr.
24 Meredith, materials were supplied to the residents and they were incorporated into the residence
25 and I don't believe that the residence was ever completed to the terms of construction. Mr.

1 Floyd, counsel for Stock Building Supply and I went out there last summer and it was in a fairly
2 dilapidated state. The mechanic's lien was subsequently filed after the demand letters were sent
3 to Mr. Meredith and Your Honor we are foreclosing on that mechanic's lien and that is why Mrs.
4 Meredith was named in there. She is one of the co-owners of the property. We are not seeking
5 judgment against her. We are seeking specifically just to have our mechanics lien enforced. We
6 are seeking judgment against QMM and Mr. Meredith, individually, for the said amount.

7 THE COURT: All right.

8 MR. POWERS: Your Honor, we have tried to work things out in the past with Mr. Meredith
9 and QMM. We have a series of e-mails back and forth with Mr. Meredith's attorney and the last
10 one was dated Saturday, December 3, at 2:11 p.m., from me to their former counsel. It said, can
11 you check and make sure that your client paid the November 30, 2016 payment that was agreed
12 upon and that was the last thing that I heard from anyone until today.

13 THE COURT: All right.

14 MR. MEREDITH: I was trying to work it out.

15 THE COURT: All right. Counsel if you would submit an order with the fees and costs, and the
16 Affidavit of the fees. Specifically not a judgment against her. She is only included just for the
17 purposes that she is an owner. So that there is no question about it, if any, credit agency or
18 whatever, picks it up.

19 MR. POWERS: Yes sir.

20 THE COURT: Specifically state that there is no judgment against her.

21 MR. POWERS: Correct. And Mrs. Meredith if there is a credit reporting agency that seeks to
22 contact you or to put something out there if you would like to tell them to give me a call I am
23 happy to explain that so it is not against your credit record.

24 MRS. MEREDITH: Okay.

25 THE COURT: So if you will e-file that.

1 MR. POWERS: Yes, Your Honor.

2 THE COURT: And I don't know if you are going to set it for a foreclosure sale but when you
3 do, you will need to coordinate that with my office as far as the publication dates.

4 MR. POWERS: Right. And Your Honor what I am going to do to kind of keep down the cost
5 and not be too repetitive is that I am in communications with the attorney for Stock.

6 THE COURT: Right.

7 MR. POWERS: So we do it one time.

8 THE COURT: All right.

9 MR. POWERS: Thank you, Your Honor. Anything else?

10 THE COURT: No. So what is going to happen today is the Motion for Summary Judgment is
11 granted to GBS and it is based on the credit agreement between Mr. Meredith and QMM with
12 GBS for the amount due with the cost and a reasonable attorney's fee. And the judgment is
13 specifically not against Mrs. Meredith because she is simply a property owner and should not be
14 on the judgment debt.

15 MR. POWERS: Yes sir.

16 THE COURT: All right.

17 ----- -END OF HEARING-----

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1 STATE OF SOUTH CAROLINA

2 COURT OF COMMON PLEAS

3 COUNTY OF SPARTANBURG

4


5 CERTIFICATE

6

7 I, the undersigned Sarah Hollis, Court Reporter for the Master-In-Equity for the County
8 of Spartanburg, State of South Carolina, do hereby certify that the foregoing is a true and
9 accurate Transcript of the proceedings had at the hearing of the captioned case, before the
10 Honorable Gordon G. Cooper, Master-In-Equity for Spartanburg County, South Carolina, on the
11 24th day of April, 2017.

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

13

14 
15 Sarah Hollis

16 Court Reporter

17

18

19 **SWORN** to before me this
20 14th day of June, 2017.

21 Spartanburg, South Carolina.

22

23 

24 Notary Public for South Carolina

25 My Commission Expires: 9-13-2026