(5)

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Dale Edward Van Slambrook, Master-in-Equity

Appellate Case No. 2016-002323
Docket No. 2012-CP-08-1869

Carolina Comfort Specialists, LLC.....Respondent.

v.

Linda McGee Weddle and
Derrik Loyal Weddle .....Appellants,

RECORD ON APPEAL

VOLUME I

David C. Dick
SC Bar No. 78053
Law Office of David C. Dick, LLC
211 King Street, Suite 104
Charleston, SC 29401
(843) 641-7320
Attorney for Appellants

Frank M. Cisa
Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
Attorney for Respondent

RECEIVED
SEP 21 2017
SC Court of Appeals

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Certificate of Counsel

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT COURT
COUNTY OF BERKELEY)	CASE NO.: 2012-CP-08-1869
)	
CAROLINA COMFORT SPECIALISTS, LLC)	
Plaintiff,)	
)	
vs.)	
)	
LINDA MCGEE WEDDLE)	ORDER DENYING THE DEFENDANTS'
and DERICK LOYAL WEDDLE)	RULE 59 MOTION
)	
)	
Defendants.)	
)	

FILED
16 OCT 13 PM 12:50
CLERK OF COURT
BERKELEY COUNTY, S.C.

Presiding Judge:	Dale Van Slambrook, Master-in-Equity for Berkeley County
Plaintiff's Attorney:	Frank M. Cisa
Defendants' Attorney:	Michael H. Murphy, III
Date of Hearing:	September 15, 2016

The above case came before me September 15, 2016, pursuant to the Defendants' Motion Pursuant to Rule 59, SCRCP.

After careful consideration of the motion, the Court finds no reason to grant any relief to the Defendants, under Rule 59, SCRCP.

Based on the testimony presented at trial, there was ample evidence that Mr. Weddle acted with the express permission and consent of Mrs. Weddle in executing the contract. In addition, the Defendants admitted in their answer that they entered into an agreement with the Plaintiff for the Plaintiff to install a heating and air conditioning system in the property located at 155 Foxborough Drive, Goose Creek, S.C.

The Defendants also admitted in their answer that the Defendants were served with the Mechanic's Lien.

MLC

As to the testimony of Mr. Pardee, I find that based upon his experience that he was qualified to testify as an expert.

As to Defendants' contention that the Plaintiff failed to provide a warranty to the Defendants in the amount of $800.00, it does not appear that the warranty claim was adequately pled or explained during the trial. There was not adequate testimony as to the existence or the scope of the warranty.

Lastly, as to the conflicting testimony as to whether the heating and air conditioning system was installed properly, the Court considered the evidence, testimony and the creditability of the witnesses in making the findings set forth in the Order of Judgment.

It is therefore

ORDERED, that the Defendants motion pursuant to Rule 59, SCRCP is denied.

AND IT IS SO ORDERED!

Dale Van Slambrook, Presiding Judge
Master-in-Equity for Berkeley County

This 13 day of October, 2016
Moncks Corner, S.C.

FORM 4

'STATE' OF SOUTH CAROLINA
COUNTY OF BERKELEY
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2012-CP-08-01869

CAROLINA COMFORT SPECIALISTS, LLC	LINDA MCGEE WEDDLE AND DERRICK LOYAL WEDDLE
PLAINTIFF(S)	DEFENDANT(S)

Submitted by: _____	Attorney for : ☐ Plaintiff ☐ Defendant or ☐ 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.

☐ **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 : _____

_____

FILED
16 MAY 26 AM 9:34
MARY B. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

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)
Carolina Comfort Specialists, LLC	Linda McGee Weddle and Derrick Loyal Weddle	$ 18,000.00
		$
		$

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.**

_____ 3079 5/24/16
Master in Equity **Judge Code** **Date**

For Clerk of Court Office Use Only

This judgment was entered on the _____ day of _____, 20___ and a copy mailed first class or placed in the appropriate attorney's box on this _____day of _____, 20___to attorneys of record or to parties (when appearing pro se) as follows:

Michael H. Murphy
105 Carolina Avenue
Moncks Corner, SC 29461
ATTORNEY(S) FOR THE PLAINTIFF(S)

ATTORNEY(S) FOR THE DEFENDANT(S)

CLERK OF COURT

Court Reporter: _____

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT COURT
COUNTY OF BERKELEY)	CASE NO.: 2012-CP-08-1869
)	
CAROLINA COMFORT)	
SPECIALISTS, LLC)	
Plaintiff,)	
)	
vs.)	
)	
LINDA MCGEE WEDDLE)	ORDER OF JUDGMENT
and DERICK LOYAL WEDDLE)	
)	
)	
Defendants.)	
)	

FILED
16 MAY 26 AM 9:34
MARY B. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

Presiding Judge:	Dale Edward Van Slambrook Master-in-Equity for Berkeley County
Plaintiff's Attorney:	Frank M. Cisa, Esq.
Defendants' Attorney:	Michael H. Murphy, III, Esq.
Dates of Trial:	September 23, 2015, November 9, 2015 and April 4, 2016

The above case was referred to me to issue a final order with any appeals to be taken in accordance with §14-11-85, Code of Laws of South Carolina, 1976 as amended. This case came before the Court for trial on September 23, 2015, November 9, 2015 and April 4, 2016.

The Plaintiff, Carolina Comfort Specialist, LLC ("Carolina") was represented by Frank M. Cisa, Esq. The Defendants, Linda McGee Weddle and Derick Loyal Weddle was represented by Michael H. Murphy, III, Esq.

BACKGROUND

Plaintiff is engaged in the business of repairing and installing heating and air conditioning systems. Linda and Derrick Weddle are husband and wife and have been so at all times herein. Linda Weddle owns a residence located at 155 Foxborough Road, Goose Creek, SC in her name, which is a rental property. Defendants contracted with Plaintiff to install a heating and air

conditioning system in the property located at 155 Foxborough Road, Goose Creek, S.C. ("the subject property") on March 7, 2012.

Plaintiff filed a mechanic's lien against the subject property on May 2, 2012. Plaintiff then sued the Defendants for breach of contract; foreclosure of its mechanic's lien; and implied contract/quantum meriut.

Defendants filed an Answer and Counterclaim wherein they admitted that Plaintiff was engaged in the business of repairing and installing heating and air conditioning systems; that the Defendant, Linda Weddle, owned the subject residence; that jurisdiction and venue were proper. Contrary to Ms. Weddles's testimony at trial, the answer admitted both Defendants entered into an agreement whereby Plaintiff would install a heating and air conditioning system at the subject property. Defendant's also admitted that Plainfiff's mechanic's lien was filed in the RMC Office for Berkeley County on May 2, 2012; and that the Defendants were served with the mechanic's lien. The Defendants also counterclaimed against Plaintiff for breach of the implied warranty of workmanlike service and negligence alleging that the heating and air conditioning system installed by Plantiff was defective. Both Plaintiff and the Defendants seek the recovery of attorney's fees pursuant to Section §29-5-10, Code of Laws, 1976, as amended.

FINDINGS OF FACTS

Based upon the record in this action and the evidence produced at trial, this Court makes the following findings of fact:

1. Plaintiff is engaged in the business of repairing, servicing and installing heating and air conditioning systems.

2. Defendant, Linda McGee Weddle, is the owner of the subject residence. The subject residence is a rental property.

3. Plaintiff entered into a written agreement dated March 7, 2012 with the Defendants whereby Carolina agreed to install a heating and air conditioning system ("HVAC system") in the subject residence. Pursuant to the agreement, Plaintiff agreed to remove the existing 2.5 ton split heat pump and install a new TRANE model 2.5 ton heat pump; replace the indoor and outdoor units; install new refrigerant pipes and drain lines; replace the electrical disconnect box; install a new platform and drain pan; and replace all duct work with hard pipe. No sheet rock work was included in Carolina's scope of work.

4. There was no credible evidence that Mr. Weddle entered into the agreement without the knowledge or consent of Mrs. Weddle, the actual property owner. To the contrary Mr. Weddle appeared to be acting with the express permission and consent on behalf of himself and Mrs. Weddle in negotiating and executing contract.

5. Plaintiff timely filed its mechanic's lien in the RMC Office for Berkeley County on May 2, 2012 and thereafter had the mechanic's lien served on the Defendants.

6. Pursuant to the aforesaid agreement, the Defendants agreed to pay Plaintiff the sum of $9,000.00 upon completion.

7. As shown by Plaintiff's Statement of Account, payment of the $9,000.00 was due on March 9, 2012.

8. Although the Defendants contend that the installation of the HVAC system in the subject residence was defective, the Defendants have not paid any money to repair or replace any part or component of the HVAC system installed by Plaintiff as of the last date of trial held on April 4, 2016. The HVAC system has been operating for over four (4) years.

9. The subject property has been rented since the HVAC system was installed except for a short period of time when the Defendants undertook additional renovations to the subject property.

10. Defendants failed to produce any records that would show that the HVAC system has been serviced since it was installed by Carolina on March 9, 2012.

11. According to the testimony of the Defendants' expert, John Bailey, the duct work looked like a clean installation; the mastic was good; the duct system was acceptable; and he did not see any code violations. Mr. Bailey found two boots that needed to be sealed with caulk which would take about ten minutes. These inadequacies were minor and not material to the essence of the work performed pursuant to the contract.

12. Defendants failed to offer any testimony or evidence that the HVAC system installed by Plaintiff was not properly heating or cooling the subject residence.

13. Plaintiff offered to repair the minor inadequacies by sealing the boots but the Defendants refused to allow the work.

14. Plaintiff installed the outside stand for the condensing unit as instructed by Mr. Weddle. Carolina also installed the duct work on the floor of the attic as instructed by Mr. Weddle.

15. According to the testimony of Gene Pardee, an expert called by Plaintiff, the HVAC system was installed properly and he did not observe any problems or deficiencies.

16. No offers of settlement were made by either party in accordance with Section §29-5-10, Code of Laws of South Carolina, 1976 as amended.

17. The HVAC system installed by Plaintiff in the subject residence was installed in accordance with the contract entered into by and between the parties and installed in accordance with industry standards and all applicable codes.

CONCLUSIONS OF LAW

(Breach of Contract)

Derrick Weddle was acting with the apparent if not express authority to bind Linda Weddle regarding the installation of an HVAC unit with the Plaintiff.

Plaintiff has proven by the preponderance of the evidence that the Defendants' breached the agreement entered into by the parties by failing to pay Plaintiff $9,000.00 that was due on March 9, 2012. Defendants have not paid any money to anyone to correct or repair the system since it was installed over four (4) years ago. Defendants further have failed to present any evidence that the system was not properly heating and cooling. The subject residence has been occupied by tenants for the majority of the time since the system was installed.

(Counterclaim for Breach of Implied Warranty of Workmanlike Service and Negligence)

Defendants have failed to prove by a preponderance of the evidence that the Plaintiff breached the implied warranty of workmanlike service or was negligent relative to the installation of the HVAC system. The HVAC system has been operating for over four (4) years without any repairs being necessary. The house has been occupied by tenants and there has been no evidence that the system is not properly heating and cooling.

(Foreclosure of Mechanic's Lien)

Plaintiff has proved by a preponderance of the evidence that labor and materials it supplied relative to the installation of the HVAC system were for the improvement of the subject property and supplied with the knowledge and consent of the Defendants. Plaintiff is entitled to the

foreclosure of its mechanic's lien in the amount of $9,000.00 together with prejudgment interest thereon at 8 3/4% of and from March 9, 2012 together with attorney's fees and costs.

Pursuant to S.C. Code Ann. Section 29-5-10 (1976, as amended), "the costs which may arise in enforcing or defending against the lien under this chapter, including a reasonable attorney fee, may be recovered by the prevailing party. The fee must be determined by the Court in which the action is brought but the fee and the court costs may not exceed the amount of the lien". The amount of the mechanic's lien filed by Carolina in this action was $9,000.00. Carolina was the prevailing party.

Further in determining the amount of attorney's fees, pursuant to Glasscock vs. Glassock 304 S.C. 158, 403 S.E.2d 313 (1991) and *Blumberg v. Nealco, 310 S.C. 492, 427, S.E.2d 659 (1993)* the Court has considered the following factors:

1. The nature, extent of difficulty of the case, based upon the affidavit of the Plaintiff's counsel and based upon the Court's observation at the trial of this case.
2. The time devoted to the case which the court finds was necessary for competent representation of the Plaintiff.
3. The Court has also considered the professional standing of counsel. The Plaintiff's counsel has practiced law since 1977. He is competent and skilled trial attorney. His hour rate is reasonable and well within the customary legal fees charged in this area for the quality of services rendered by him to the Defendant. The Defendant's counsel enjoys high professional standing and a good reputation in his community.
4. Contingency of compensation: A portion of the Plaintiff's attorney's fees remain outstanding and unpaid which is shown by the affidavit of the Plaintiff's counsel.
5. The Plaintiff obtained a beneficial result relative to the trial of this case.

6. The fact that the fees charged were customary for services in a case of this kind.

Court finds and concludes that the attorney fees awarded to the Plaintiff are reasonable in light of the fact that the Plaintiff's attorney fees and costs exceed the amount of the Plaintiff's lien.

Although Carolina submitted an Affidavit of Attorney's Fees in the amount of $11,877.74, Carolina's recovery is limited to the amount of the recovery on its mechanic's lien in the amount of $9,000.00. Therefore, in accordance with the express language of the South Carolina Mechanic's Lien Statute Section §29-5-10(a) and the factors enumerated above, Carolina is awarded $9,000.00 in attorney fees and costs.

IT IS THEREFORE

ORDERED, that the Plaintiff, Carolina Comfort Specialist, LLC is entitled to judgment in the amount of $9,000.00 against Linda McGee Weddle and Derick Loyal Weddle, together with prejudgment interest at the rate of 8 3/4% of and from March 9, 2012 together with attorney fees and costs in the amount of $9,000.00; and it is further

ORDERED, that in the event the Defendants fail to pay the amount of the judgment rendered in fifteen (15) days, the subject property described in the Complaint shall be sold at public auction, at the Berkeley County Courthouse 300 California Ave, Moncks Corner, S.C. on the following terms, that is to say:

1. The sale shall be for cash, and the highest bidder, other than the Plaintiff, shall be required to make a cash deposit of five (5%) percent of the bid as earnest money and as evidence of good faith. If the Plaintiff is the successful bidder at the sale, the Plaintiff may, after paying the costs of the sale, apply the debt due upon its Mechanic's Lien against its bid in lieu of cash. Should the person making the highest bid at the sale fail to comply with the terms of his bid by depositing the said

five (5%) percent cash, then the property shall be sold at the risk of such bidder on the same sales date or some subsequent date as the selling officer may find convenient and advantageous. Should the last and highest bidder fail to comply with the terms of his bid within thirty (30) days of the final acceptance of this bid, then the selling officer shall readvertise and resell the property on the same terms on a subsequent date at the risk of such bidder. Persons submitting additional bids after the initial sale shall deposit five (5%) percent of the bids in cash as prescribed above. The Master-In-Equity shall return all deposits except the deposit securing the highest bid.

2. That the Master-In-Equity, by advertisement according to law, shall give notice of the time and place of such sale, and the terms thereof; that the Master-In-Equity shall convey to the purchaser, or purchasers, a deed to the property sold; and that the Plaintiff, or any other party to this action, may become a purchaser at such sale, and that if, upon such sale being made, the purchaser or purchasers, should fail to comply with the terms thereof, the Master-In-Equity may advertise the said premises for sale on the next, or some other subsequent sales day, at the risk of the former highest bidder, and so from time to time thereafter until a compliance shall be secured.

3. That the Master-In-Equity shall apply the proceeds of the sale as follows:

FIRST: To payment of the amount of costs and expenses of this action, including the cost of advertising the Notice of Sale.

NEXT: To the payment to the Plaintiff or Plaintiff's attorney, of the amount of Plaintiff's total debt, including interest, attorney's fees and other

charges as set forth above, or so much thereof as the purchase money will pay the same.

NEXT: Any surplus funds to be held subject to further Order of this Court in accordance with the law and custom of this Court;

It is further ORDERED, ADJUDGED AND DECREED that upon the making of the sale of said property, as hereby ordered, and the execution and delivery to the purchaser of a deed to the premises, the said purchaser or purchasers be let into possession of the property on production of the deed; and the Sheriff of Berkeley County upon issuance of a Writ of Assistance shall put the holder of the deed into possession of the property;

It is further ORDERED, ADJUDGED AND DECREED that the Defendant and all persons or entities whatsoever claiming under her be barred and foreclosed of all right, title, interest, and equity of redemption in the below described property so sold, or any part thereof.

ALL that piece or lot of land, with improvements, thereon, situate, lying and being in Berkeley County, South Carolina, and shown and designated at Lot 94, on plat by E.M. Seabrook, Jr., Inc., dated August 18, 1972, entitled "FOXBOROUGH BERKELEY COUNTY, SOUTH CAROLINA, Lots 73-102 and recorded in Plat Book U, Page 95, in the office of the Clerk of Courts for Berkeley County. Reference is had to said plat for a further and more complete description of the size, shape, buttings, dimensions and locations of said Lot 94.
BEING the same property conveyed to the grantor by deed of John M. DeLoach, dated October 22, 1975, and recorded in Book A 298, Page 142, in the office of the Clerk of Courts for Berkeley County, S.C.

Subject to terms and conditions of any mortgage filed of record.

AND IT IS SO ORDERED!

This 24th day of May, 2016

Moncks Corner, S.C.

Dale Edward Van Slambrook
Master-in-Equity for Berkeley County

STATE OF SOUTH CAROLINA)) COUNTY OF BERKELEY))	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT COURT CASE NO.: 2012-CP-08-1869
CAROLINA COMFORT SPECIALISTS, LLC Plaintiff, vs. LINDA MCGEE WEDDLE and DERICK LOYAL WEDDLE Defendants.	CONSENT ORDER OF REFERENCE

FILED
2013 APR -5 AM 8:23
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

It appears that the parties hereto are agreeable to referring the above case to the Master in Equity for Berkeley County for final hearing.

NOW, on motion of Frank M. Cisa, attorney for the Plaintiff and by and with the consent of Corey M. Plis, attorney for the Defendants; it is hereby

ORDERED, that the above case is hereby referred to the Master in Equity for Berkeley County to issue a final order with any appeals to be taken in accordance with section 14-11-85, Code of Laws of South Carolina, 1976, as amended.

AND IT IS SO ORDERED!

Presiding Circuit Judge
Ninth Judicial Circuit

I MOVE:

3/1/13

Frank M. Cisa
Cisa & Dodds, LLP
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
Attorney for the Plaintiff

I CONSENT:

Corey M. Plis
Smith & Closser, PA
P.O. Box 40578
Charleston, SC 294923
Attorney for the Defendants

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
CAROLINA COMFORT SPECIALISTS, LLC)
Plaintiff,)
)
vs.)
)
LINDA MCGEE WEDDLE)
and DERICK LOYAL WEDDLE)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT COURT
CASE NO.: 2012-CP-08-1869

LIS PENDENS

FILED
2012 JUN 26 PM 4:13
CLERK OF COURT
BERKELEY, S.C.

NOTICE IS HEREBY GIVEN THAT an action has been commenced in the Court of Common Pleas for the County of Berkeley, State of South Carolina, between the above-named Plaintiff and the above-named Defendants, and that the object of the said action is the foreclosure of a mechanics lien which was filed in the RMC Office for Berkeley County.

The real estate affected by this action was, at the commencement of this action and is now, situate in the County of Berkeley State of South Carolina, and is more fully described as:

SEE ATTACHED "EXHIBIT A"

CISA & DODDS, LLP

By: _____
FRANK M. CISA
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
Fax: (843) 881-5433

This 18th day of June, 2012
Mt. Pleasant, SC

$150 FMC

EXHIBIT "A"

ALL that piece or lot of land, with improvements, thereon, situate, lying and being in Berkeley County, South Carolina, and shown and designated at Lot 94, on plat by E.M. Seabrook, Jr., Inc., dated August 18, 1972, entitled "FOXBOROUGH BERKELEY COUNTY, SOUTH CAROLINA, Lots 73-102 and recorded in Plat Book U, Page 95, in the office of the Clerk of Courts for Berkeley County. Reference is had to said plat for a further and more complete description of the size, shape, buttings, dimensions and locations of said Lot 94.

BEING the same property conveyed to the grantor by deed of John M. DeLoach, dated October 22, 1975, and recorded in Book A 298, Page 142, in the office of the Clerk of Courts for Berkeley County, S.C.

Subject to terms and conditions of mortgage to State Savings and Loan Association as recorded in Book E 131, Page 95, in the office of the Clerk of Courts for Berkeley County, S.C., which mortgage the grantee herein assumes and agrees to pay.

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY)

CAROLINA COMFORT SPECIALIST, LLC)
Plaintiff(s))
) CIVIL ACTION COVERSHEET
vs.)
) 2012-CP - 08- 1869
LINDA MCGEE WEDDLE AND DERICK LOYAL MCGEE)
Defendant(s))

FILED
2012 JUN 26 PM 4:13

Submitted By: Frank M. Cisa SC Bar #: 1237
Address: 858 Lowcountry Blvd., Suite 101 Telephone #: (843)881-6530
Mt. Pleasant, SC 29464 Fax #: (843)881-5433
Other:
E-mail: frank@cisadodds.com

NOTE: The coversheet 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 coversheet 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*)

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- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

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- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
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- ☐ Sexual Predator (510)

Submitting Party Signature: _____ **Date:** 6/18/2012

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry, Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.

2. The initial ADR conference must be held within 300 days after the filing of the action.

3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)

4. Cases are exempt from ADR only upon the following grounds:

   a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;

   b. Requests for temporary relief;

   c. Appeals

   d. Post Conviction relief matters;

   e. Contempt of Court proceedings;

   f. Forfeiture proceedings brought by governmental entities;

   g. Mortgage foreclosures; and

   h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.

5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.

6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: **You must comply with the Supreme Court Rules regarding ADR. Failure to do so may affect your case or may result in sanctions.**

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
CAROLINA COMFORT SPECIALISTS, LLC)
Plaintiff,)
)
vs.)
)
LINDA MCGEE WEDDLE)
and DERICK LOYAL WEDDLE)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT COURT
CASE NO.: 2012-CP-08-1869

SUMMONS

FILED
2012 JUN 26 PM 4:13
CLERK OF COURT
BERKELEY COUNTY, S.C.

TO THE DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer upon the subscribers at their office located at 858 Lowcountry Blvd., Suite 101, Mt. Pleasant, South Carolina, 29464 within thirty (30) days after the service hereof, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint.

CISA & DODDS, LLP

By: _____

Frank M. Cisa
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530

ATTORNEY FOR PLAINTIFF

This 18th day of June, 2012

STATE OF SOUTH CAROLINA)) COUNTY OF BERKELEY)) CAROLINA COMFORT SPECIALISTS, LLC) Plaintiff,)) vs.)) LINDA MCGEE WEDDLE) and DERICK LOYAL WEDDLE)) Defendants.)	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT COURT CASE NO.: 2012-CP-10-1869 COMPLAINT

FILED
2012 JUN 26 PM 4:13
CLERK OF COURT
BERKELEY COUNTY, SC

The Plaintiff, Carolina Comfort Specialists, LLC, complaining of the Defendants, Linda McGee Weddle and Derick Loyal Weddle, would respectfully show unto this honorable Court as follows:

PARTIES

1. The Plaintiff is a corporation, organized and existing under the laws of the State of South Carolina, and at all times hereinafter mentioned, was engaged in the business of repairing and installing heating and air conditioning systems.

2. The Defendants are citizens and residence of the County of Berkeley, State of South Carolina, at all times hereinafter mentioned, the Defendant, Linda McGee Wedell, owned a residence located at 155 Foxborough Road, Goose Creek, South Carolina, as described on the attached Exhibit "A".

JURISDICTION AND VENUE

4. Jurisdiction and venue are proper in that this action involves the supplying of labor and

materials for the improvement of real estate in Berkeley County.

FACTUAL BACKGROUND

5. That heretofore about March 7, 2012, the Plaintiff entered into an agreement with the Defendants, whereby the Plaintiff agreed to install a heating and air conditioning system in the property located at 155 Foxborough Drive, Goose Creek, SC. Said property is owned by the Defendant, Linda McGree Weddle and is more particularly described on the attached Exhibit "A".

6. The Plaintiff installed the heating and air conditioning system as agreed to and between the parties, however, the Defendants have failed to pay the Plaintiff for the work performed by the Plaintiff as aforesaid, as more particularly described on the invoice attached hereto as Exhibit "B".

7. The Plaintiff filed a Mechanic's Lien against the real estate owned by the Defendant, Linda McGee Weddle, which said Mechanic's Lien was recorded in Book R, Vol 9451 at Page 241 in the RMC office for Berkeley County on May 2, 2012 ,a copy of which is attached as Exhibit "C", and incorporated herein by express reference.

8. That thereafter, the Plaintiff had the Notice and Mechanic's Lien served on the Defendants, Derick Loyal Weddle and Linda McGree Weddle on , as more particularly shown by the Affidavit of Service, which are attached hereto as Exhibit "D", and incorporated herein by express reference.

9. That the Defendants have failed and refused to pay the Plaintiff for the work performed by the Plaintiff and there is currently due and owing from the Defendants the sum of Nine Thousand and 00/100 ($9,000.00) Dollars, together with prejudgement interest thereon at

the lawful rate.

FOR A FIRST CAUSE OF ACTION

(Breach of Contract)

10. Each and every allegation contained in Paragraphs 1-9 above are incorporated herein by express reference as though fully set forth.

11. The Defendants breached the agreement with the Plaintiff by failing to pay the Plaintiff as aforesaid.

FOR A SECOND CAUSE OF ACTION

(Foreclosure of Mechanic's Lien)

12. Each and every allegation contained in Paragraphs 1-11 above are incorporated herein by express reference as though fully set forth.

13. That the labor and materials supplied by the Plaintiff were for the improvement of the real property owned by the Defendant, Linda McGee Weddle and said labor and materials were supplied with the knowledge and consent of the Defendants.

14. The Plaintiff requests this Court to assume jurisdiction over the subject matter and parties herein and to determine the priority and the amount of the Plaintiff's lien and in satisfaction of the amount due your Plaintiff by said Defendants, cause the land described on Exhibit "A" to be sold by judicial sale and by public outcry, and the proceeds paid in accordance with the order of priorities as determined by this Court to exist, including the debt owed to the Plaintiff in the amount of Nine Thousand and 00/100 ($9,000.00) Dollars, together with prejudgement interest thereon at the lawful rate, attorneys fees and

cost.

FOR A THIRD CAUSE OF ACTION

(Implied Contract/Quantum Meruit)

15. Each and every allegation contained in Paragraphs 1-14 above are incorporated herein by express reference as though fully set forth.

16. That the Plaintiff supplied labor and materials for the improvement of the real estate owned by the Defendant, Linda McGee Weddle, as aforesaid, and at the request and insistence of the Defendants.

17. That the Defendants have retained the benefit of the Plaintiff's labor and materials without paying the Plaintiff for the reasonable value thereof.

18. That the reasonable value of the labor and materials furnished by the Plaintiff relative to the improvement of the aforesaid real estate for which the Plaintiff has not been paid is the sum of Nine Thousand and 00/100 ($9,000.00) Dollars.

19. That the Plaintiff is entitled to judgement against the Defendant in the amount of Nine Thousand and 00/100 ($9,000.00) Dollars, together with prejudgement interest thereon and the cost of this action.

WHEREFORE, the Plaintiff prays as follows:

a. As to the First Cause of Action, that the Plaintiff be granted judgement against the Defendants, Linda McGee Weddle and Derick Loyal Weddle, in the amount of Nine Thousand and 00/100 ($9,000.00) Dollars together with prejudgement interest thereon at the lawful rate and the cost of this action.

b. As to the Second Cause of Action, that this Court do decree that the Plaintiff is entitled to a Mechanic's Lien against the real property described on the Exhibit "A" in the amount of Nine Thousand and 00/100 ($9,000) Dollars, together with prejudgement interest thereon, and that this Court do cause to be sold by judicial sale and by public outcry the aforesaid real property described on Exhibit "A" with the proceeds of the sale to be paid in accordance with the priorities affixed by this Court including the debt owed to the Plaintiff as aforesaid, attorney's fees and cost.

c. As to the Third Cause of Action, that the Plaintiff be granted judgement against the Defendants in the amount of Nine Thousand and 00/100 ($9,000.00) Dollars, together with prejudgement interest thereon, and cost.

CISA & DODDS, LLP

BY: _____

Frank M. Cisa
858 Lowcountry Blvd, Suite 101
Mt. Pleasant SC 29464
(843)881-6530
ATTORNEY FOR DEFENDANT

Mt. Pleasant, SC

June 13th, 2012

EXHIBIT "A"

ALL that piece or lot of land, with improvements, thereon, situate, lying and being in Berkeley County, South Carolina, and shown and designated at Lot 94, on plat by E.M. Seabrook, Jr., Inc., dated August 18, 1972, entitled "FOXBOROUGH BERKELEY COUNTY, SOUTH CAROLINA, Lots 73-102 and recorded in Plat Book U, Page 95, in the office of the Clerk of Courts for Berkeley County. Reference is had to said plat for a further and more complete description of the size, shape, buttings, dimensions and locations of said Lot 94.

BEING the same property conveyed to the grantor by deed of John M. DeLoach, dated October 22, 1975, and recorded in Book A 298, Page 142, in the office of the Clerk of Courts for Berkeley County, S.C.

Subject to terms and conditions of mortgage to State Savings and Loan Association as recorded in Book E 131, Page 95, in the office of the Clerk of Courts for Berkeley County, S.C., which mortgage the grantee herein assumes and agrees to pay.

STATEMENT OF ACCOUNT
EXHIBIT "B"

Carolina Comfort Specialist, LLC
1967 Vestry Drive
Charleston, SC 29414

March 9, 2012

TO: Linda McGee Weddle
Derick Loyal Weddle
155 Foxborough Drive
Goose Creek, SC 29445

Balanced Owed **$9,000.00**

STATE OF SOUTH CAROLINA	)	IN THE RMC OFFICE
	)	
COUNTY OF BERKELEY	)	
	)	
CAROLINA COMFORT SPECIALISTS, LLC	)	
Plaintiff,	)	
	)	
vs.	)	NOTICE AND CERTIFICATE OF MECHANIC'S LIEN
	)	
LINDA MCGEE WEDDLE and DERICK LOYAL WEDDLE	)	
	)	
	)	
Defendants.	)	
	)	

TO: THE DEFENDANTS ABOVE NAMED:

YOU WILL PLEASE TAKE NOTICE that the Plaintiff, Carolina Comfort Specialists, LLC, through the request and insistence of the Defendants, Linda McGee Weddle and Derick Loyal Weddle supplied labor and materials as shown by the copy of the statement of account, marked as Exhibit "B"attached hereto and incorporated herein by express reference in connection with the construction or improvement of the real estate described on the Exhibit "A" which is attached hereto and incorporated herein, which said real property is owned by the Defendant, Linda McGee Weddle.

That as of this date, the Defendants owe your Plaintiff for said labor and materials, in the amount of Nine Thousand One Hundred 00/100 ($9,000.00) Dollars as shown on the attached Exhibit "B"and your Plaintiff therefore claims a Mechanic's Lien upon the real property and improvements described on the Exhibit "A", which is attached hereto, to secure payment of said sum, with prejudgment interest from thereon at the lawful rate together with reasonable

attorney's fees and costs, and for such other and further relief as this Court may deem just and proper.

The materials and labor furnished in connection with the real property described hereinabove, were delivered and furnished by your Plaintiff and ninety (90) days have not elapsed since the same were furnished for the improvement of the above described real property.

CAROLINA COMFORT SPECIALISTS, LLC

BY: Clint A. Sires, Managing Member
Mechanical Contractors Licence # M111052

SWORN to before me this 1st day of May, 2012

Notary Public for South Carolina
My Commission Expires: 7/12/2016

Mechanic's Lien prepared by:
Frank M. Cisa
858 Lowcountry Blvd., Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530

EXHIBIT "A"

ALL that piece or lot of land, with improvements, thereon, situate, lying and being in Berkeley County, South Carolina, and shown and designated at Lot 94, on plat by E.M. Seabrook, Jr., Inc., dated August 18, 1972, entitled "FOXBOROUGH BERKELEY COUNTY, SOUTH CAROLINA, Lots 73-102 and recorded in Plat Book U, Page 95, in the office of the Clerk of Courts for Berkeley County. Reference is had to said plat for a further and more complete description of the size, shape, buttings, dimensions and locations of said Lot 94.

BEING the same property conveyed to the grantor by deed of John M. DeLoach, dated October 22, 1975, and recorded in Book A 298, Page 142, in the office of the Clerk of Courts for Berkeley County, S.C.

Subject to terms and conditions of mortgage to State Savings and Loan Association as recorded in Book E 131, Page 95, in the office of the Clerk of Courts for Berkeley County, S.C., which mortgage the grantee herein assumes and agrees to pay.

STATE OF SOUTH CAROLINA)
) AFFIDAVIT AND STATEMENT
) OF ACCOUNT
COUNTY OF BERKELEY)

PERSONALLY, appeared before me, Clint A. Sires, who, being duly sworn, deposes and says that he is the managing member of Carolina Comfort Specialist LLC, the Plaintiff herein, and that the matters relating to the supplying of labor and materials and the payment of monies due and owing, as referred to in the Notice and Certificate of Mechanics Lien, are, within the knowledge of the Affiant and are just, true and correct; the Defendants are justly and truly indebted to the Plaintiff in the amount of $9,000.00 together with interest from thereon at the lawful rate, together with reasonable attorney's fees and costs; that all just and lawful offsets, discounts, payments and credits have been allowed. A copy of the Statement of Account is attached here to as Exhibit "B".

CAROLINA COMFORT SPECIALIST, LLC

BY: Clint A. Sires Managing Member

SWORN to before me this 1st day of May, 2012

Notary Public for South Carolina
My Commission Expires: 9/18/2016

STATEMENT OF ACCOUNT
EXHIBIT "B"

Carolina Comfort Specialist, LLC
1967 Vestry Drive
Charleston, SC 29414

March 9, 2012

TO: Linda McGee Weddle
Derick Loyal Weddle
155 Foxborough Drive
Goose Creek, SC 29445

Balanced Owed **$9,000.00**

Berkeley County
Cynthia B. Forte
Register of Deeds
Moncks Corner 294616120

53 2012 00010214

Instrument Number: 2012- 00010214
As
Recorded On: May 02, 2012 **Mechanics Lien**

Parties: WEDDLE LINDA MCGEE
To
CAROLINA COMFORT SPECIALISTS LLC

Billable Pages: 1

Recorded By: CISA & DODDS LLP

Num Of Pages: 6

Comment:

**** Examined and Charged as Follows: ****

Mechanics Lien	11.00
Recording Charge:	**11.00**

**** THIS PAGE IS PART OF THE INSTRUMENT ****

I hereby certify that the within and foregoing was recorded in the Register of Deeds Office For: Berkeley County, SC

File Information:

Document Number:	2012- 00010214
Receipt Number:	372930
Recorded Date/Time:	May 02, 2012 04:02:47P
Book-Vol/Pg:	Bk-R Vl-9451 Pg-241
Cashier / Station:	H Sexton / Cash Station 2

Record and Return To:
CISA & DODDS LLP
622 JOHNNIE DODDS BLVD
MT PLEASANT SC 29464

REGISTER OF DEEDS SEAL BERKELEY COUNTY

Cynthia B. Forte

Cynthia B Forte - Register of Deeds

AFFIDAVIT OF SERVICE

State of South Carolina **County of Berkeley** **Rmc Office Court**

Case Number: MECHANICS LIEN

Plaintiff:
Carolina Comfort Specialists, LLC
vs.
Defendant:
Linda McGee Weddle and Derick Loyal Weddle

For:
Frank Cisa
CISA & DODDS
858 Lowcountry Blvd.
Suite 101
Mt. Pleasant, SC 29464

Received by FALCON EXPRESS SERVICES, LLC to be served on **Derick Loyal Weddle, 5883 Ryans Bluff Rd., North Charleston, SC 29414.**

I, Patricia Chase, being duly sworn, depose and say that on the **2nd day of May, 2012 at 2:09 pm, I:**

INDIVIDUALLY/PERSONALLY served by delivering a true copy of the **NOTICE AND CERTIFICATE OF MECHANIC'S LIEN, EXHIBIT and AFFIDAVIT AND STATEMENT OF ACCOUNT** with the date and hour of service endorsed thereon by me, to: **Derick Loyal Weddle** at the address of: **5883 Ryans Bluff Rd., North Charleston, SC 29414**, and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18 and have no interest in the above action.

Patricia Chase
Process Server

FALCON EXPRESS SERVICES, LLC
P.O. Box 874
Charleston, SC 29402-0874
(843) 577-9696

Our Job Serial Number: 2012000798

Subscribed and sworn to before me on the 2nd day of May, 2012 by the affiant who is personally known to me.

Notary Public for South Carolina
My Commission Expires: 10/13/2019

Kellie Dudley Notary Public My Commission Expires 10-13-19 South Carolina

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AFFIDAVIT OF SERVICE

State of South Carolina **County of Berkeley** **Rmc Office Court**

Case Number: MECHANICS LIEN

Plaintiff:
Carolina Comfort Specialists, LLC

vs.

Defendant:
Linda McGee Weddle and Derick Loyal Weddle

For:
Frank Cisa
CISA & DODDS
858 Lowcountry Blvd.
Suite 101
Mt. Pleasant, SC 29464

Received by FALCON EXPRESS SERVICES, LLC to be served on **Linda McGee Weddle, 5883 Ryans Bluff Rd., North Charleston, SC 29414**.

I, Patricia Chase, being duly sworn, depose and say that on the **2nd day of May, 2012** at **2:09 pm**, I:

SUBSTITUTE served by delivering a true copy of the **NOTICE AND CERTIFICATE OF MECHANIC'S LIEN, EXHIBIT and AFFIDAVIT AND STATEMENT OF ACCOUNT** with the date and hour of service endorsed thereon by me, to: **Derick Weddle** as **Husband** at the address of: **5883 Ryans Bluff Rd., North Charleston, SC 29414**, the within named person's usual place of **Abode**, who resides therein, who is eighteen (18) years of age or older and informed said person of the contents therein, in compliance with state statutes.

I certify that I am over the age of 18 and have no interest in the above action.

Patricia Chase
Process Server

FALCON EXPRESS SERVICES, LLC
P.O. Box 874
Charleston, SC 29402-0874
(843) 577-9696

Our Job Serial Number: 2012000797

Subscribed and sworn to before me on the 2nd day of May, 2012 by the affiant who is personally known to me.

Notary Public for South Carolina
My Commission Expires: 10/13/2019

Kellie Dudley Notary Public My Commission Expires 10-13-19 South Carolina

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STATE OF SOUTH CAROLINA	IN THE COURT OF COMMON PLEAS
COUNTY OF BERKELEY	NINTH JUDICIAL CIRCUIT
	CASE NO.: 2012-CP-08-1869
Carolina Comfort Specialists, LLC,	
Plaintiff	
vs	Answer and Counterclaim
Linda McGee Weddle and Derrik L. Weddle	
Defendants	

FILED
2012 JUL 30 PM 2:46
CLERK OF COURT
BERKELEY COUNTY, SC

The Defendants, Linda McGee Weddle and Derrik L. Weddle, by their undersigned attorney, would Answer to the Complaint of the Plaintiff as follows:

1. All allegations of the Complaint not specifically admitted are denied, and strict proof is demanded thereof.

2. The Defendants admit the allegations contained in paragraphs 1 and 2 of the Complaint.

3. There is no paragraph 3 in this Complaint.

4. The Defendants admit the allegations contained in paragraphs 4 and 5 of the Complaint.

5. The Defendants deny the allegations contained in paragraph 6 of the Complaint and demand strict proof thereof.

6. The Defendants admit the allegations contained in paragraphs 7 and 8 of the Complaint.

7. The Defendants deny the allegations contained in paragraph 9 of the Complaint and demand strict proof thereof.

8. No response is required to paragraph 10 of the Complaint.

9. The Defendants deny the allegations contained in paragraph 11 of the Complaint and demand strict proof thereof.

10. No response is required to paragraph 12 of the Complaint.

11. The Defendants deny the allegations contained in paragraphs 13 and 14 of the Complaint and demand strict proof thereof.

12. No response is required to paragraph 15 of the Complaint.

13. The Defendants deny the allegations contained in paragraphs 16, 17, 18 and 19 of the Complaint and demand strict proof thereof.

Further Answering the Complaint
And as a First Affirmative Defense
(Additional Defenses, Reservation of Other Defenses)

14. That these Defendants hereby give notice that they intend to rely upon such other affirmative defenses as may become available or apparent during the course of discovery, and thus reserve the right to amend their Answer to assert any such defense.

Further Answering the Complaint
And as a Second Affirmative Defense
(Breach of Contract)

15. That the Plaintiff breached the contract of the parties, and therefore, cannot now enforce the terms thereof, and cannot seek the relief requested.

Further Answering the Complaint
And as a Third Affirmative Defense
(Estoppel)

16. That the Defendants are informed and believe that the Plaintiff is estopped from claiming the relief complained of in the Complaint.

Further Answering the Complaint
And as a Fourth Affirmative Defense
(Waiver)

17. The Defendants are informed and believes that the Plaintiff has waived its rights under the contract, by its actions and course of conduct.

Further Answering the Complaint
And as a Fifth Affirmative Defense
(Unclean Hands)

18. That the Plaintiff is barred from any equitable relief because of the Plaintiff's own inequitable actions.

Further Answering the Complaint
And as a First Counterclaim
(Breach of Contract)

19. The Defendants reallege the allegations of the preceding paragraphs as though fully restated herein.

20. That the Plaintiff and Defendants entered into an agreement pursuant to which Plaintiff was to install a heating and air conditioning system in the Defendants home for an agreed upon price.

21. That the Defendants have performed all conditions prerequisite to the completion of the contract.

22. The Plaintiff has breached the contract between the parties by failing to properly install the heating and air conditioning system.

23. As of the of the filing of the Defendants Answer, the installation of the heating and air conditioning system remains incomplete.

24. Plaintiff is liable to Defendant for Plaintiff's breach of contract in an amount to be determined by the trier of fact.

Further Answering the Complaint
And as a Second Counterclaim
(Breach of Implied Warranty of Workmanlike Service)

25. The Defendants reallege the allegations of the preceding paragraphs as though fully restated herein.

26. The materials and services used in the installation of the heating and air conditioning system located on Defendants property were provided by Plaintiff and/or Plaintiff's servants and agents, acting on Plaintiff's behalf.

27. The workmanship and materials provided by Plaintiff are substantially defective.

28. The Plaintiff knew or should have known that these defects existed.

29. That, upon information and belief, the work performed by Plaintiff with these defects has rendered the structure substantially defective, thereby breaching the implied warranty and rendering the structure unfit and unsuitable for its intended purpose.

30. That as a direct and proximate result of the breach of the implied warranty that the construction was for its intended use, the structure, in its present condition, is unmarketable and is worth substantially less than what the Plaintiff paid for it, and that the Plaintiff has suffered and will continue to suffer substantial monetary damages as a result of the construction defects.

Further Answering the Complaint
And as a Third Counterclaim
(Negligence)

31. The Defendants realleges the allegations of the preceding paragraphs as though fully restated herein.

32. Plaintiff entered into a contract pursuant to which it was to install a heating and air conditioning system in the Defendant's property.

33. The Plaintiff had a duty to install the heating and air conditioning system in a workmanlike manner.

34. The Plaintiff has breached its duty.

35. The Defendants have expended and will continue to expend significant sums of money to repair, remediate, the unfinished, negligent and/or defectively installed heating and air conditioning system by Plaintiff.

36. The Defendants have been damaged as a result of Plaintiff's negligence and defective workmanship.

37. The Defendants are entitled to recover damages for Plaintiff's negligence and defective workmanship, in an amount to be determined by the trier of fact but not less than the costs of remediation and repair of the property.

WHEREFORE, having fully answered to the Complaint of the Plaintiff, the Defendants would respectfully pray that: The Complaint of Plaintiff be dismissed; Judgment be entered in Defendant's favor on Defendant's Counterclaims; Defendants be granted damages in an amount sufficient to compensate Defendants for the loss of the use of its property and the repair and remediation of the defective construction and problems proximately caused by the negligence of Plaintiff; and Award Defendant its attorney's fees and costs incurred in this matter;

Signature on Following Page

SMITH | CLOSSER, P.A.

Steven L. Smith
7455 Cross County Road, Suite 1
P.O. Box 40578
Charleston, SC 29423-0578
843-760-0220
Attorney for the Defendants

7/27, 2012
Charleston, South Carolina
12-160

STATE OF SOUTH CAROLINA COUNTY OF BERKELEY Carolina Comfort Specialists, LLC, Plaintiff vs Linda McGee Weddle and Derrik L. Weddle Defendants	IN THE COURT OF COMMON PLEAS NINTH JUDICIAL CIRCUIT CASE NO.: 2012-CP-08-1869 Certificate of Service

FILED
2012 JUL 30 PM 2:46
MARY T. CRUCIAN
CLERK OF COURT
BERKELEY COUNTY, SC

I certify that on this date a copy of the foregoing Defendants Answer and Counterclaim was served by mailing or hand delivery on the following:

Frank M. Cisa, Esquire
Cisa & Dodds, LLP
858 Lowcountry Blvd, Ste 101
Mt. Pleasant, SC 29464

SMITH | CLOSSER, P.A.

Corey M. Plis

7/27, 2012
Charleston, South Carolina
12-160

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELY)
)
)
CAROLINA COMFORT SPECILISTS, LCC)
Plaintiff,)
vs.)
)
LINDA MCGEE WEDDLE and DERRICK L. WEDDLE)
Defendant.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-08-1869

MOTION AND ORDER INFORMATION FORM AND COVERSHEET

Plaintiff's Attorney:	Defendant's Attorney:
FRANK CISA, Bar No. ____ Address: 858 LOWCOUNTRY BLVD, SUITE 101 MT. PLEASANT, SC Phone: 843-881-5433Fax ____ E-mail: FANK@CISADODDS.COMOther: ____	MICHAEL H. MURPHY, III, Bar No. 15272 Address: 105 CAROLINA AVNEUE, MONKCS CORNER, SC 29461 Phone: 843-761-0610 Fax843-761-4458 E-mail: MICHAEL@VANNOYMURPHY.COMOther:

☒ **MOTION HEARING REQUESTED (attach written motion and complete SECTIONS I and III)**
☐ **FORM MOTION, NO HEARING REQUESTED (complete SECTIONS II and III)**
☐ **PROPOSED ORDER/CONSENT ORDER (complete SECTIONS II and III)**

SECTION I: Hearing Information

Nature of Motion: RULE 59
Estimated Time Needed: TBD, 1/2 day if testimony allowed
YES/☐ NO
Court Reporter Needed: ☒

SECTION II: Motion/Order Type

☒ Written motion attached
☐ Form Motion/Order

I hereby move for relief or action by the court as set forth in the attached proposed order.

Signature of Attorney for ☐ Plaintiff /☒ Defendant
6/17/2016
Date submitted

FILED
16 JUN 20 PM 5:01
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

SECTION III: Motion Fee

☒ PAID – AMOUNT: $ ____
☐ EXEMPT:
(check reason)
☐ Rule to Show Cause in Child or Spousal Support
☐ Domestic Abuse or Abuse and Neglect
☐ Indigent Status ☐ State Agency v. Indigent Party
☐ Sexually Violent Predator Act ☐ Post-Conviction Relief
☐ Motion for Stay in Bankruptcy
☐ Motion for Publication ☐ Motion for Execution (Rule 69, SCRCP)
☐ Proposed order submitted at request of the court; or,
reduced to writing from motion made in open court per judge's instructions
Name of Court Reporter: ____
☐ Other: ____

JUDGE'S SECTION	
☐ Motion Fee to be paid upon filing of the attached order. ☐ Other:	JUDGE CODE ____ Date: ____

CLERK'S VERIFICATION

Collected by: DW Date Filed:

☐ MOTION FEE COLLECTED: $ 25.00

☐ CONTESTED – AMOUNT DUE: $

SCCA 233 (11/2003)

STATE OF SOUTH CAROLINA)	IN THE COURT OF COMMON PLEAS
)	NINTH JUDICIAL CIRCUIT
COUNTY OF BERKELEY)	
	CASE NO.: 2012-CP-08-1869
CARLOINA COMFORT)	
SPECIALISTS, LLC,)	
)	
Plaintiff,)	NOTICE OF MOTION AND
)	MOTION PURSUANT TO
-versus-)	RULE 59
)	(New Trials: Amendment of Judgments)
LINDA MCGEE WEDDLE and)	
DERRIK L. WEDDLE,)	
)	
Defendants.)	

FILED
16 JUN 20 PM 5:01
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

Date of Receipt of Written Notice of Entry of Judgement: June 7, 2016

YOU WILL PLEASE TAKE NOTICE that the Defendants, Linda McGee Weddle and Derrik L. Weddle, by and through their undersigned attorney, will move before the presiding Judge of the Master in Equity Court of the Ninth Judicial Circuit. The Honorable Dale E. Van Slambrook, Berkeley County Courthouse, 300-B California Avenue, Moncks Corner, SC 29461, Telephone: (843) (843) 719-4437, for an Order granting a New Trail or Amendment of Judgment. Further, Defendant requests the court pursuant to Rule 59, open the entered judgment, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

This Motion is based on the following:

1. **Finding of Fact Number 4.** Upon information and belief, Defendants both testified that Mrs. Weddle had no knowledge of her husband's interaction with Mr. Sires prior to and during the installation of the HVAC system. Mrs. Weddle testified that she

was not present during any discussion that Mr. Sires had with Mr. Weddle. Plaintiff Sires testified that Defendant Derrik Weddle signed his wife's name to the contract. He further testified that while this was done, Mrs. Weddle was not present. Further, the only person that he dealt with was Mr. Weddle.

2. **Finding of Fact Number 5**. Finding of fact number 2 states that the owner of the subject residence is, Defendant, Linda McGee Weddle. Defendant, Linda McGee Weddle, never received notification of furnishing of labor or material by Plaintiff Sires pursuant to South Carolina Code Section §29-5-40.

3. **Finding of Fact number 8.** Defendant Linda Weddle testified that the system was not repaired or replaced based on her prior attorney telling her not to do so. Such repair or replacing the present HVAC system would alter a vital piece of evidence. The evidence being central to both parties case.

4. **Finding of Fact Number 10**. Mrs. Weddle testified that she had the present HVAC system serviced. Upon information and belief, this testimony was not contradicted. A lack of service records does not equal a lack of servicing the unit. See attached Exhibit A (Affidavit of Beth Weddle).

5. **Finding of Fact Number 11**. Upon information and belief, the finding of fact does not conform to the evidence as presented.

Murphy direct examination of John Bailey:

Page 11 line 8 to Page 12 line 15

Q. Now, besides doing the duct blast test, did you inspect anything else inside the house?

A. I made a visual inspection as I was preparing to run the test, and I poked my head up in the attic for a few minutes just to look around.

Q. When you say poked your head up in the attic, what did you inspect in the attic?

A. I just went up there to look and see the location of the units and the basic condition of the duct system.

Q. So what was your opinion of the duct system?

A. It appeared to be pretty acceptable. I noticed that there was some plastic underneath some of the branches and that the insulation on the duct system was pulled overly tight. I had planned to inspect it a little more closely.

Q. So you saw the duct work. Now, the plastic, did you see anything on the plastic there?

A. No, I did not.

Q. Did you look at the air handler?

A. Not close-up.

Q. When you say not close-up, how far away were you from the air handler?

A. Maybe ten feet. I was maybe ten feet inside the attic and ten feet from the air handler.

Further:

Page 13 line 11 to Page 14 line 10

Q. Now, with the -- so on at least about one or two boots that you know of, there were gaps that, I guess let's say, bled into the attic?

A. Yeah.

Q. Now, could that potentially or could that cause problems?

A. That could cause problems.

Q. And what problems could that cause?

A. Well, number one, it induces air into the living space when the units are running, but then also when the unit shuts off, the air can leak in from the attic that's hot. And when it comes in contact with the cold grill, it can form condensation on the grill.

Q. On your inspection of those boots, did you see any condensation or condensation damage?

A. I saw some mold and -- let me change that. I saw some microbial growth because I did not test the substance. Not a significant amount, but I did also see where someone had been cleaning up some other microbial growth as well.

Q. And that growth was located on the boots or near the boots?

A. Yeah, it was inside the boots and around the edges and some on the sheetrock.

Further:

Page 19 line 1 to 11

Q. Mr. Bailey, if you can look through those, if you specifically remember a boot that you can say personal knowledge that you saw, if you can set that aside.

A. Well, I saw several. In fact, it didn't appear that any of the boots were sealed properly. That was just from visually looking at it from below. There were a couple of boots that I was able to put my fingers between the sheetrock and the boot.

Further:

Page 26 line 5 to 12

Q. Now, the code that was enacted in 2012, with the understanding right now unsure when the code was enacted -- either late 2012 or early 2012 -- based on the 2012 code, that duct blast, anything out of code or any problems following the code, I guess?

A. I have not had a chance to inspect the duct system. It was hearsay that it's not properly

insulated. I didn't see any code violations per se.

Further (Cisa cross examination):

Page 27 line 14 to 22

Q. You said you saw at least one or two that didn't look like it was properly sealed; correct?

A. I said none of the boots appeared to be properly sealed. There were a couple of them that I could actually put my fingers up into the space between the boot and sheetrock.

Q. But you examined only the boots from underneath; correct?

A. Correct.

Further:

Page 28 line 9 to Page 29 line 6

Q. Is there anything wrong with sealing the boots from the attic space with mastic?

A. Sealing the boots to the sheetrock with mastic?

Q. Yes.

A. I don't think that's a standard practice, but it could work. Problem is that normally the gaps between the boot and sheetrock are going to be greater than the mastic will be able to fill.

Q. If you can seal the boots with mastic from above, there's nothing wrong with doing it that way; correct?

A. Not that I'm aware of.

Q. Mastic is used to seal; correct?

A. It's typically used to seal small leaks, yes.

Further:

Page 37 line 21 to Page 38 line 23

Q . Are you in a position to state an opinion with a reasonable degree of certainty most probably what caused the microbial growth?

A. Yes, with a great degree of certainty, I can tell you that it's, most likely it's attic air leaking in around the edges of the boots. When that attic air comes in contact with the cold grill, it's going to condensate water just like a cold glass of ice tea will on the table. That water is wicked up by the sheetrock and insulation around the edges of the boot and that's what causes the moisture. And the moisture brings about the growth.

Q. That can be solved with about ten minutes' worth of caulking for every two boots; correct? Pretty simple fix, isn't it?

A. That's one cause, yeah. The dripping of the duct work in my opinion is being caused by the insulation being pulled too tightly. It should be fluffy. The manufacturer calls for two-and-a-half inches of space under the foil to get proper insulation. And then it can also be a result of undersized duct work which causes the air flow on the system to be low, making the air colder than it should be. And since the insulation is compressed, that will cause the surface of the duct system to reach dew point in the attic.

6. **Finding of Fact number 12**. See testimony of John Bailey above. In addition, the expert John Stultz, upon information and belief, testified that the system was an inadequate tonnage (should be 3.0 ton) and could not properly maintain the proper settings in the house. Further, John Stultz testified that the work was not installed in a workmanlike manner.

7. **Finding of Fact number 13**. Defendant's provided and Plaintiff received two punch out lists that, upon information and belief, extended beyond minor inadequacies. Plaintiff Sires failed to complete any work on the punch out lists.

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8. **Finding of Fact number 15**. Mr. Pardee was not qualified as an expert. His testimony should be stricken or given very little weight. In his own words he stated he was a "used car salesmen."

9. **Finding of Fact number 17**. In Plaintiff's own testimony he said that he did not seal the boots with foam as directed by the contract and also did not provide a warranty to the Defendant's in the amount of $800.00.

11. Upon information and belief, a reply witness for the Plaintiff, Preston Knight, gave false or misleading testimony under oath. Defendant has requested trial transcripts and transcription of voice records but as of June 17, 2016 has not received them.

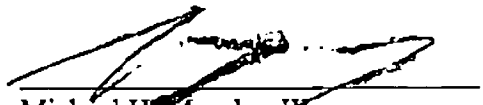
12. In further support of Defendant's Motion, Defendant attaches Defendant's, Linda McGee Weddle and Derrick Loyal Weddle, affidavits. The undersigned requests that the Court consider the attached affidavits and provide the relief requested pursuant to this Motion and information provide within the affidavits submitted by Defendant's, Linda McGee Weddle and Derrick Loyal Weddle.

13. Other evidence that may arise prior to or during the hearing of this Motion. Defendant has requested transcripts of the trail that are not available at this time. Defendant request leave to amend this Motion upon receipt of the transcripts.

Defendant requests that this Court schedule a hearing pursuant to Rule 59 and open the entered judgment, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment. Further, Defendant requests a staying of the Judgment until this matter can be heard.

Respectfully Submitted,

VANNOY|MURPHY, LLC
105 Carolina Avenue
Moncks Corner, South Carolina 29461
(843) 761-0610 (Office)



Michael H. Murphy, III
Attorney for Defendants

Dated this_20__ day of June, 2016
Moncks Corner, S.C.

In the Matter Of:

Carolina Comfort Specialists v Weddle, Derrik and Linda

Hearing

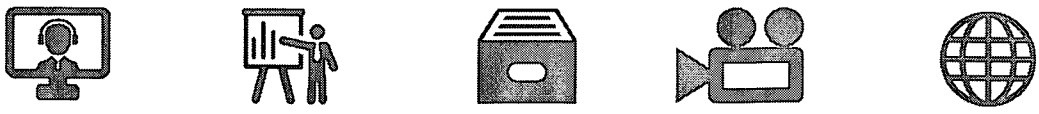
September 23, 2015

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STATE OF SOUTH CAROLINA
IN THE MASTER OF EQUITY COURT
COUNTY OF BERKELEY

CAROLINA COMFORT SPECIALISTS,

Plaintiff,

vs. CASE NO. 2012-CP-08-01869

DERRIK LOYAL WEDDLE and LINDA McGEE WEDDLE,

Defendants.

HEARING BEFORE: HONORABLE VAN SLAMBROOK

DATE: September 23, 2015

TIME: 1:47 PM

LOCATION: Berkeley County Courthouse
300 California Avenue
Moncks Corner, SC 29461

TAKEN BY: Counsel for the Defendant

REPORTED BY: LORA L. McDANIEL,
Registered Professional Reporter

A. WILLIAM ROBERTS, JR. & ASSOCIATES

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(INDEX AT REAR OF TRANSCRIPT)

THE COURT: All right, gentlemen, we are here on the case of Carolina Comfort Specialists versus Derrik Loyal Weddle and Linda McGee Weddle, 2012-CP-08-01869. And Mr. Murphy represents Ms. Weddle.

MR. MURPHY: Yes, Your Honor. I just talked with my client, probably about two minutes ago. She was on California Avenue, Your Honor. She may be walking up at this time, Your Honor.

THE COURT: You represent both Weddles; right?

MR. MURPHY: Yes, Your Honor. I represent Linda and Derrik.

THE COURT: And Mr. Weddle is here?

MR. MURPHY: Yes, sir. He's with his wife, sir.

THE COURT: Anything pretrial that we need to attend to? Any kind of conference, be of any assistance in y'all resolving what y'all got going on?

MR. CISA: Probably not. I don't know that we have anything preliminary. There's been a lot of stuff produced in the last week or so. I don't know that it's really an issue at this point; assumed I kind of got it beforehand. I think we are okay.

THE COURT: Essentially no preliminary

issues. No discovery disputes. Nothing that we need to attend to or I need to address before we get started?

MR. MURPHY: No, Your Honor. I got involved after Attorney Smith. I was retained. I went to a two-week judicial conference, then got involved in the case. I think at that time Attorney Smith might've identified two witnesses; four in total to include my clients, Your Honor.

As I started looking at it, I identified up to nine witnesses. I've narrowed that down and sent you correspondence yesterday, and all of the witnesses will be here. And I'll try my best to complete my case today. But it could possibly go beyond 5:00, Your Honor, or the option, we could hear it today until 5:00 and then, of course, it's up to you to reconvene.

THE COURT: My preference is to get done as much as we can get done today. Might surprise ourselves and get it all taken care of.

And you're Ms. Weddle, I presume?

MRS. WEDDLE: Yes, sir.

THE COURT: Is your husband with you?

MRS. WEDDLE: Yes, sir.

THE COURT: Is he on his way?

MRS. WEDDLE: He's parking.

THE COURT: Do y'all need -- I understand basically the nature of the case, filed a mechanic's lien action, Answer, counterclaim relative to the workmanship.

At issue is, I guess, the amount of the bill, the propriety of the bill, whether there's any substance to the counterclaim and the recovery of attorney's fees for the prevailing party, which would be addressed kind of separately from the primary issues after we conclude that. Anything else?

MR. CISA: From my perspective, I was only going to point out to The Court a number of the allegations by the Plaintiff were admitted, which take care of -- I think you have a good grasp on what it is. They admit that we are a corporation, and we do HVAC; we install and repair heating and air conditioning systems.

They admit Ms. Weddle owns the property that we're here about. They admit my paragraph five that, heretofore, on or about March 7, 2012 the Plaintiff entered into an agreement with the Defendant whereby the Plaintiff agreed to install a heating and air conditioning system in the property located at 155 Foxborough Drive, Goose Creek, South Carolina, said Linda McGee Weddle, and more particularly described as

A. They admit that.

They admit we filed a mechanic's lien on May 2nd, and they admit the copies attached to the Complaint. And they admit that the mechanic's lien was properly served upon the Defendant. I just want to point that out.

And then they denied any -- they owe any money. I point out that. There are a number of issues that are admitted in their Answer so we really don't have to deal with them during the trial.

THE COURT: I understand that; no issue in that regard. Anything there that you dispute or disagree with, Mr. Murphy?

MR. MURPHY: Your Honor, this Answer was filed July of 2000. I can't argue some issues, Your Honor. I would probably think that my client is bound by the Answer that was previously filed.

MRS. WEDDLE: Your Honor, I would like to say something.

THE COURT: No, ma'am. You're going to let your lawyer talk today, until you're on the witness stand; okay?

Preliminarily I understand what's going on. I don't need opening statements from y'all. If I gave you the opportunity, you probably want to outline their

positions. I think you'll probably do a very good job in bringing that out through the testimony and in any closing argument we may have.

Mr. Cisa, I'll ask you to call your first witness.

MR. CISA: Your Honor, I would call Clint Sires.

MR. MURPHY: Your Honor, before we take testimony, can I go peek out there for Mr. Weddle, Your Honor?

THE COURT: Okay.

Have a seat just for a minute, and we'll get you sworn in.

MR. MURPHY: Your Honor, I checked. He's still on the way. I'll leave it at your discretion.

MRS. WEDDLE: He's trying to get through.

THE COURT: Is his presence necessary to allow the direct examination, Mr. Murphy?

MR. MURPHY: I beg The Court's indulgence.

MRS. WEDDLE: He might think he's supposed to be out there with my brother and other people.

MR. MURPHY: I just told them.

THE COURT: Ma'am.

THE BAILIFF: There's a witness at the door, has evidence on his phone. Can he bring it in?

THE COURT: Yes.

MRS. WEDDLE: That's the hold up.

THE COURT: As long as it doesn't ring while it's in here. We couldn't do that. I'm sure y'all can accomplish that with the phone. I wouldn't be able to. I'm sure y'all can.

(A recess transpired from 1:46 p.m. until 1:56 p.m.)

MR. CISA: I just have a few exhibits and I've shown them to Mr. Murphy. I don't think he has any problems with any of them. If you would like, I can hand you up a copy right quick.

THE COURT: If you would. Are those going to be entered into by agreement?

MR. MURPHY: If I can just show my clients.

MR. CISA: That's fine. I already gave you a copy.

MR. MURPHY: Yeah, you did.

MR. CISA: Those are three exhibits. I'm going to present them in the order I hand them up to you.

THE COURT: Hold on to these.

(A recess transpired from 1:57 p.m. until 1:58 p.m.)

MR. MURPHY: That's my client's husband, Your

Honor.

MR. CISA: They tell me they have no objection to these three exhibits. I'll go ahead and mark them with the court reporter.

THE COURT: So they will be entered as Plaintiff's 1, 2, and 3 without objection.

(PLF. EXH. 1, E-mail strings, was marked for identification.)

(PLF. EXH. 2, Contract, was marked for identification.)

(PLF. EXH. 3, Punch list, was marked for identification.)

THE COURT: Mr. Sires, if you would raise your right hand.

CLINT ALLEN SIRES

being first duly sworn, testified as follows:

THE COURT: Mr. Cisa.

MR. CISA: Thank you, Your Honor.

DIRECT EXAMINATION

BY MR. CISA:

Q. Mr. Sires, state your full name.

A. Clint Allen Sires.

Q. How old are you?

A. I'm 33.

Q. Are you currently employed?

A. Yes, sir.
Q. Where are you employed?
A. Carolina Comfort Specialists.
Q. Is that an LLC?
A. Yes, sir.
Q. Is that your company?
A. Yes, sir.
Q. You own it 100 percent?
A. Yes, sir.
Q. What type of company is Carolina Comfort Specialists, LLC?
A. Heating, air conditioning, refrigeration and ice machines.
Q. How long have you been engaged in the heating and air conditioning business or occupation?
A. About 18 years.
Q. What type of work do you do relative to heating and air conditioning? Do you do new construction, repairs? What kind of work do you do?
A. I do all of the above; repair, installation, maintenance, commercial, residential.
Q. Do you generally supervise the work of Carolina Comfort Specialists?
A. Yes, sir.
MR. CISA: Your Honor, I would tender

Mr. Sires as an expert in the field of heating and air conditioning work.

THE COURT: Any objection, Mr. Murphy.

MR. MURPHY: Your Honor, I just have some questions.

VOIR DIRE EXAMINATION

BY MR. MURPHY:

Q. During this 18 year, Mr. Sires, what did you begin as?

A. Began as duct apprentice at Pardee Heating and Air.

Q. When did you form Carolina Comfort and Carolina Comfort Specialists?

A. Roughly seven years ago.

Q. Are you familiar with the manual D, manual J?

A. Yes, I am.

Q. Manual A?

A. I'm not familiar with manual A.

Q. How many HVAC systems in the past have you designed?

A. I probably designed in the past over 100 HVAC systems, sir.

Q. As you designed them, how many of those systems have you installed?

A. I've installed systems for the last 18 years,

so hundreds, possibly thousands.

Q. Within the last, let's just say, six months, how many systems have you installed? Designed and installed?

A. I've supervised probably over $600,000 worth.

Q. Can you give some names.

A. Cigar Factory, Hall's Chophouse, Oak Steakhouse. How far do you want to go? Kiawah.

Q. Anything else, sir?

A. No.

Q. I didn't want to interrupt you.

MR. MURPHY: No further questions, Your Honor.

THE COURT: I will call Mr. Sires an expert in the area of heating and ventilation and air conditioning systems.

MR. CISA: Thank you, Your Honor.

DIRECT EXAMINATION CONTINUED

BY MR. CISA:

Q. Mr. Sires, did your company have occasion to do business with the Defendants Linda McGee and Derrik Loyal Weddle?

A. Yes, sir.

Q. Do you remember the occasion? Did they contact you?

A. They contacted me.

Q. Do you know how they got your name?

A. Their neighbor's permanent residence is a friend of mine.

Q. What did they contact you and ask you to do?

A. Replace the existing two-and-a-half ton split heat pump at their rental property.

Q. Do you recall where the rental property is located?

A. Foxborough Drive. 155 Foxborough.

Q. Did your company ultimately enter into a contract with the Weddles?

A. Yes, sir.

(PLF. EXH. 1, E-mail strings, was received into evidence.)

BY MR. CISA:

Q. Prior to entering into a contract with the Weddles, I want to show you what's been marked as Plaintiff's Exhibit 1. Can you tell Judge Van Slambrook what that represents.

A. Basically just e-mails going back and forth over time, started December.

Q. What year?

A. 2011, December '11. Goes all the way to January 7, 2012. Going back and forth, what unit you

think is better, how we could save money here and there. That's basically what it boils down to.

Q. Generally describes different kinds of equipment?

A. Correct, basically saying there's less expensive pieces of equipment. It will save you very little on a large project.

Q. After y'all had those discussions after that period of time, did your company, Carolina Comfort Specialists, enter into a contract with the Weddles?

A. Yes.

(PLF. EXH. 2, Contract, was received into evidence.)

BY MR. CISA:

Q. I want to show you what's been marked as Plaintiff's Exhibit Number 2. Can you tell Judge Van Slambrook what that is.

A. Basically this is the contract I had with the Weddles basically explaining what all we're going to do as far as remove the existing two-and-a-half ton split heat pump and install new Trane model two-and-a-half ton split heat pump; replacing all the indoor duct work with 100 percent hard pipe; running new refrigerant lines and drain lines; replacing electric disconnect box on the outdoor unit, and installing new electrical

line to the outdoor unit.

I was going to install new drain pans, which is galvanized pan coated with spray and liner to prevent the pans from rusting in the future. The air handler was six inches above the drain pans, which would better slope to condensate and allow sealed duct connections at the equipment to work properly.

All duct work would be ran at 100 percent hard pipe with no flex at all. All bits and drills, all points sealed with foam fill. Also cut a new return in the hallway ceiling, which would be 20-by-25. All metal duct work seals with mastic tape and insulated, will be taped with duct and mastic, which is the white coating that goes on top of the insulation.

All work above will be done per manufacturer's specification and local codes. Notes are: I will not be responsible for the sheetrock over existing 20-by-20 hole in the wall. I will not be responsible for making the condenser stand larger in the backyard.

And there is cheaper options of equipment, just not as good of a warranty.

Q. How much money did you quote the Weddles for that work?

A. Total to install with Trane SEER model

equipment $9,000.

Q. Did they agree to pay you $9,000 for that work?

A. Yes, sir.

Q. Let me show you a couple, ask you a couple questions about the work. What's the difference in hard pipe and flex duct?

A. The difference in hard and flex, you get better -- it runs more parallel. You don't have the up and down and up and down. Hard pipes last way longer. It's metal. It's never going to deteriorate out, rust out over years.

Q. Were you putting in a two-and-a-half ton unit?

A. Yes, sir.

Q. What was existing in the house at the time you quoted this?

A. Two-and-a-half tons.

Q. Why were you installing a new return in the ceiling?

A. The return in the hallway, when you first walk in, the foyer, was on the left towards the bottom. They used an open cavity in the wall, which had no metal pipe coming through the wall. Basically, using open cavity space for return air is not the best for

indoor air quality.

Q. Did your company do the work set forth on exhibit number 2, the contract?

A. Yes, sir.

Q. How many days did it take your company to do that work?

A. Five days.

Q. While your company was doing that work, was either Mr. or Mrs. Weddle present on the site?

A. Yes, Mr. Weddle was present every day.

Q. What did he do while you were doing the work?

A. Basically just watch the installation.

Q. Is this their primary residence?

A. No.

Q. Is it a rental property?

A. Yes, sir.

Q. Were the renters living there at the time you were doing the work?

A. I don't recall.

Q. Who supervised the work that was done by your company at the Weddles' rental property?

A. Myself.

Q. Do you recall when the work was completed?

A. It's completed on March 30, same day it was inspected.

Q. Did you pull a permit to do the work?

A. Yes, sir.

Q. It was inspected by who?

A. By Goose Creek.

Q. Pursuant to your contract, when was Carolina Comfort Specialists to be paid?

A. The bottom of the contract next to the signature in bold writing says: Will need to be paid the day of completion in full.

Q. And that day of completion was March 30, 2012?

A. Yes, sir.

Q. After you completed the work, did you have occasion to meet the Weddles back at the property, 155 Foxborough Road?

A. Yes, sir.

Q. Do you remember when you met them?

A. I think it was the following Monday. It was completed on March 30th; about three days. That was a Friday. I met them that Monday.

Q. What is the purpose to meet them that Monday?

A. They had a small punch list, supposedly. That's what I was meeting them for, to straighten up what they thought -- to straighten up and move forward and get a check.

Q. You were planning on getting a check that Monday?

A. Yes, sir.

(PLF. EXH. 3, Punch list, was received into evidence.)

BY MR. CISA:

Q. I want to show you what has been marked as exhibit 3 and ask you if you can identify that for me.

A. This is just basically the punch list. At arrival the following Monday after the inspection was completed, I got a list saying things that they wanted changed in the job.

I guess first one they're complaining about is the outside stand. The outdoor unit sits on an outdoor platform. The house is on a slab. There is no need for a platform. They wanted it on a platform. That was perfectly fine.

Q. Let me stop you there for a second. Let me show you a picture.

MR. CISA: Do you have any objection to this?

MR. MURPHY: No objection, Your Honor.

THE COURT: What does this exhibit consist of?

MR. CISA: Pictures of the outside. May I hand it to you?

THE COURT: Please.

MR. CISA: Hold it like that. You'll see what we're talking about.

THE WITNESS: Should I continue?

(PLF. EXH. 4, Photocopied photographs, was received into evidence.)

BY MR. CISA:

Q. I just want to show you exhibit number 4. Does that show the outdoor stand you were just talking about?

A. Yes, sir.

Q. Do you recall how far up off the ground it is?

A. It's probably roughly foot-and-a-half, two-foot off the ground.

Q. Was the existing unit on the outdoor stand?

A. Yes, sir.

Q. Back to the punch list. I didn't mean to get off track. I wanted to make sure The Judge knew what we were doing. What about the outdoor stand were they complaining about?

A. Mr. Rick was -- he was watching me. He built the stand. I installed the stand. I installed it. He was sitting in a lawn chair watching me install it. Got it done. I said: This looks good.

He said: Looks great.

I concrete the legs in the ground. Continued setting the pieces of equipment. The only complaint was, as far as the stand goes that I'm aware of the fact, the old stand that was there, the water would run off the roof and land on the stand, which would call cause mildew and stuff on the wood. That's true.

This stand here is within at least six to eight inches of the drip line where the water runs off the roof. Water does not contact the stand or the piece of equipment.

Q. Who is Mr. Rick?

A. Mr. Rick.

MR. WEDDLE: Right here.

BY MR. CISA:

Q. What's his name? Mr. Weddle?

A. Mr. Weddle, yes.

Q. Did you explain this as instructed by Mr. Weddle?

A. That's correct.

Q. Did it make any difference?

A. I wouldn't care if it was 20-foot in the backyard at the beginning of the job.

Q. In your opinion, as an expert in the field of heating and air conditioning, was the stand installed

in workmanlike, manner in accordance with industry standards?

A. Yes, sir.

Q. Did you explain that to him on that Monday?

A. I don't know if we went to that detail. Pretty much yeah.

Q. What else were they complaining about?

A. The next complaint was in the attic where the air handler sits in the middle of the house. There's a plywood -- there was a plywood stand in the attic. I removed the top of the stand and replaced it with OSB plywood, which is the same thing they do the sides of houses and everything else today.

OSB board is -- I'm not a wood expert by no means. OSB board is equivalent to a piece of plywood. There's no reason for water to get on it. It's in the attic. It's in a dry spot. No need for moisture or anything to even get to the wood.

Q. That's the stand the air handler sits on top of?

A. Correct.

Q. Is the air handler in some type of pan?

A. Drain pan coated with rubber coating in case water should ever be in that pan. There's three safety float switches to prevent that from happening.

Q. If water gets in the pan, is there a drain line for the pan?

A. I don't know if there is a drain line for the pan. I don't recall.

Normally I don't -- there's a ball valve on the pan. I want the problem to be known. The float switch, when it fills, cuts the unit off instead of the unit steadily dripping water out of the unit and drain out to the secondary drain for a long matter of time before someone realizes they have a problem

Q. What do they want you to do about the OSB board?

A. Tear out the OSB board. Basically disconnect the unit, move the unit. Replace the OSB board with a piece of plywood.

Q. In your opinion, as an expert, is there any reason to replace the OSB board with a piece of plywood?

A. None at all.

Q. Did you tell them that?

A. Yes, sir.

Q. What else were they complaining about?

A. The next is basically the interior boots and vent covers. I guess in the way that they were sealed.

All the boots came through the existing hole

of the sheetrock. I removed a boot in the sheetrock, installed a new boot into the existing hole of the sheetrock. Pulled the boot down as far as possible and sealed all the boots from topside with mastic, which basically, the biggest reason for doing that, you don't want the hot air from the attic to travel through to the cold grill which would cause condensation where the boot penetrates. 100 percent hot air travels in the attic. This is 50, 55 degrees which would cause condensation.

Q. Can you describe for Judge Van Slambrook what a boot is.

A. Boot is hole in the house. All your supply boots is basically what that is.

Q. So you sealed it from the top in the attic?

A. Yes, sir. The insulation being from around the boot so you have six-by-ten -- I don't remember what size. Roughly six-by-ten hole in the sheetrock as far as possible to that hole from the framing of the house. And then from the topside, seal the boat with mastic, which is a paint-on water-based material that dries and hardens like a mask that allows for the hot air not to travel back through the grill.

Q. Did you explain that to them?

A. Yes, sir.

Q. What was their reaction to that?

A. You know, on the inside they basically -- there was a few -- they had pulled -- when I came in the house, all the grills were removed after the install. I come in the house, all the grills are taken down. I'm kind of wondering why. There is a few that you can see gaps from the inside of the house to where it doesn't pull all the way flush to the sheetrock.

The whole purpose of that is -- it's still the same thing. You got to keep the hot air from coming from the attic into the house, touching that cold grill, which would cause condensation. I even offered, you know. It doesn't matter. They were sealed from the top. No hot air was going to -- you could see the cracks. It's nothing. It's not going to cause a problem.

Just to appease their mind, I said I will go ahead and seal those from the inside as well to where you wouldn't see it. And they said stop. They don't want me to do anything.

Q. Was there anything wrong with the way you installed the boots in the system?

A. No, sir.

Q. Did you install them in a good workmanlike manner?

A. Yes, sir.

Q. Did you install them in accordance with industry standard?

A. Yes, sir.

Q. One more thing they complained about. What was that? Take a look at your punch list.

A. I guess the largest complaint was all the duct work in the attic. Keep in mind, very tight attic; three to four foot to the peak, standing in the middle of the attic at the highest point.

In the home, all your registers are closest to the windows, to the perimeter of the house. So all the duct work in the attic, up to the attic accesses through the garage. When you go up through the garage, unit sits center of the house.

The reason the unit sits center, with the duct work, you get even distribution of air, not one side of the house so you don't end up with hot and cold spots throughout the house.

The unit is located in the middle of the house. You have to crawl over -- you have to -- there's a walkway. A walk board, plywood to the unit. There is 26-inch piece of duct that you have to cross over to get to the unit.

I brought Mr. Weddle into the attic and

showed him six-inch piece of pipe in the middle. I asked: Would you like it here as low as I can go or would you like it as high as I can go?

He said: You being the professional, which way would you put it?

I said I would put it as low as I can go to step my foot over something. And you can build three-sided wood box so someone doesn't sit on it and crunch it.

And then if I put it high, you literally have to lay on your stomach to crawl underneath to service a piece of equipment. We put them all as low as I can go.

After this walk-through with him and his wife, the weekend after completion of the job, they had a conversation to where all of a sudden they wanted to change all the duct that ran down low. They wanted it up high. And that was just something I wasn't going to entertain at that time.

Q. Did Mr. Weddle tell you to put them down low?

A. Yes, sir.

Q. Did you tell Ms. Weddle that?

A. Yes.

Q. Was there anything wrong with the way you installed the duct work in the attic?

A. No, sir.

Q. Did you install it in a good workmanlike manner?

A. Yes, sir.

Q. Did you install it in accordance with industry standards?

A. Yes, sir.

Q. Did it make any difference to you if he would've said install it higher?

A. It would've been easier job for me. It's not the better situation for servicing in the future. Servicing in the future, for service tech to crawl up in the attic, service a piece of equipment, much easier to lift your leg, go over a piece than lay on your stomach and crawl underneath it.

Q. Was it installed pursuant to Mr. Weddle's instructions?

A. That's correct. He came up in the attic. I had the wrapped piece in my hand, explained it before we went any further. That's a large part of the job. That's probably two-and-a-half days of work to install all the supply runs. I wanted to make sure he was going to be satisfied before I even started.

Q. Is it your request that this court award you $9,000 together with judgment and attorney's fees and

costs?

A. Yes, sir.

MR. CISA: Your Honor, I don't think I have any further questions at this time.

Please answer any questions that Judge Van Slambrook may have or Mr. Murphy.

THE COURT: Mr. Murphy.

MR. MURPHY: Thank you, Your Honor. May it please The Court.

CROSS-EXAMINATION

BY MR. MURPHY:

Q. Now Mr. Sires, did you provide --

MR. MURPHY: Let me, if I may, approach, Your Honor.

THE COURT: Certainly.

MR. MURPHY: I'm sorry, Your Honor. I was looking for the things that have been offered into evidence.

THE WITNESS: This is the same as this.

BY MR. MURPHY:

Q. If I'm not mistaken, let me show you what else is offered into evidence.

MR. CISA: I think all the exhibits have been admitted into evidence.

THE COURT: That's correct, without

objection.

BY MR. MURPHY:

Q. I have a HVAC quote dated March 7, 2012 that's Plaintiff's Exhibit Number 1, okay. Besides that, did you provide anything else to the Weddles?

A. As far as?

Q. Like, did you conduct any load calculations?

A. Yes.

Q. Do you have those?

A. I do not.

Q. Where are they?

A. Probably in a file at my house.

Q. Those load calculations were not provided to the Weddles?

A. No, if I'm not mistaken, they're provided to Goose Creek for a permit to install. That's mandatory.

Q. That would be in Goose Creek's file?

A. I would assume so.

Q. Would that be attached to the permit?

A. I'm not sure how they attach it or what they do with it. The permit's posted on the job. And where they go from there I have no idea.

Q. You're telling This Court that manual J -- and you know what manual J is; correct?

A. Yes.

Q. Manual J load calculations were conducted on the Weddle rental property?

A. I'm 95 percent sure.

Q. Are you also 95 percent sure that was provided to Goose Creek?

A. I don't know the time frame of when manual J had to start being turned in to pull a permit. I don't have that off the top of my head. It was the time frame -- or manual J, this law has only been around from, I don't know, couple years where you have to do manual J before you do any type of HVAC work in the home.

I'm not sure if it's within that time frame. If it's before that, then they do not have it. If it's after that fact, I had to turn that in to pull a permit. They will not issue a permit without it if it's past that date.

I'm not sure. I can't honestly remember. It's been three-and-a-half years ago.

Q. When you did your load calculations, explain how you did your load calculations.

A. You basically do the square footage of the house, windows, insulation. It comes up and basically says what size air conditioner needs to be installed in the home.

At the time of the meeting with the Weddles, I asked the questions as far as insulation, as far as windows. Are you planning on upgrading any windows, insulation, et cetera? They indicated to me, yes, the windows they planned on upgrading after the installation of the air conditioner.

Q. Your manual J load calculation, was that a whole house calculation?

A. Whole house calculation as far as manual J, yes.

Q. That's the calculation you did for manual J for the whole house?

A. Manual J is done for the living space of the house, that's correct.

Q. That would be a whole house calculation; correct?

A. The whole living space of the house calculation. I don't calculate the garage. You're not cooling the garage.

Q. The outside, I guess outside stand, how high did you put that up from the ground?

A. I'm not sure; foot-and-a-half. Mr. Weddle built the stand. I put it in the ground far enough to where I could put Quikrete round the legs to support it and make it stationary in the ground. That's the

height of that.

There's no need to even have a stand. I mean, the stand is a slab house. There's no need to worry about flood or anything like that. If it floods, the air conditioning is already two-foot deep in the house.

Q. The stand -- so Mr. Weddle never stated how high he wanted the stand?

A. Mr. Weddle sat in the chair from me to you and watched me put the stand in the ground.

Q. I know we have some black-and-white photos. I'm going to hand you some photos, see if you recognize them. Okay.

A. Sure. Great installation of the outdoor unit.

Q. So you recognize all those photos?

A. Sure do.

(DFT. EXH. 7, Photocopied photograph, was marked for identification.)

(DFT. EXH. 8, Photocopied photograph, was marked for identification.)

(DFT. EXH. 9, Photocopied photograph, was marked for identification.)

(DFT. EXH. 10, Photocopied photograph, was marked for identification.)

MR. MURPHY: Your Honor, at this time I already have premarked, Your Honor -- let me get to the last number. One through -- seven through ten?

THE COURT: I guess one through six is coming in later?

MR. MURPHY: I have no -- I'm going to attempt.

MR. CISA: No objection. He testified he recognized them.

BY MR. MURPHY:

Q. Do you recall how far inside the house?

A. You can see in the picture, it is obviously farther than the roof line of the house in the one picture you just showed me.

Q. I marked it Defendant's Number 9 is the one you just mentioned.

A. That's correct.

Q. And also I think Defendant's Exhibit Number 8; correct?

A. Yes. You can see better from this picture here since the fireplace is the same distance off the wall as the roof edge. You can clearly see the unit six to eight inches off the wall.

Q. Six to eight inches?

A. Past the water line where the water is going

to drip off the roof.

Q. What type would that be? A light rain, heavy rain or what?

A. As far as water rolls off the roof, it rolls straight down. You can see the dirt imprints where the water runs off the roof. If you have windy rain, of course, your condenser stand can also get water. It's made to go outside. It's treated lumber. I didn't build it.

Q. It's your opinion that the placement of that unit close to the eave of the house is proper?

A. The placement of the unit being that it is six to eight inches from the eave of the house, is that proper? Yes, sir.

Q. What about the potential of ice forming, falling on the unit. Any concern of yours?

A. Ice isn't going to form in the middle of the air. Ice is going to form -- which is six to eight inches away from the condenser stand. The unit itself on the platform, the unit is even further away from the stand. It sits center on the back of -- it is another six to eight inches hanging off the back of the unit.

Q. I probably know the answer to this question. Debris coming off the house, either branches or leaves, six to eight inches is sufficient. That does not

strike the unit; correct?

A. I'm not going to say a leaf blowing off the tree is not going to land. That's mother nature. Whatever mother nature decides to do.

Q. Let me show you this. Do you recognize that?

A. I'm not sure. I don't know what I'm looking at here. What is it?

Q. I was just asking you. Does that appear to be the stand?

A. I have no idea. I don't know which way you look at this picture. That's a stand right here. What is this measured off of?

Q. I'm just asking if you know?

A. I know that's a stand. I don't know what it's measuring. Piece of wood or stand.

MS. WEDDLE: I can explain.

MR. MURPHY: No.

BY MR. MURPHY:

Q. You did a whole house, manual J load calculation. You were replacing the entire system as well as duct work; is that correct?

A. That's correct.

Q. Did you do a manual S?

A. You mean manual D?

Q. Manual S. Equipment. How to select

equipment.

A. I haven't done a manual S.

Q. What about manual D, duct design?

A. At the time of doing the job, I'm sure I did. I honestly don't remember.

Q. Will the manual J load calculations or the manual D, duct design that you did, I would imagine you cannot submit that into court at this time?

A. That's correct. This is about -- I've already seen floating about here ten different manual J. And ten different manual D. Mainly done off software program. I've seen through e-mails multiple of them, scrolling around. I'm sure one could testify to the manual.

Q. Why would you do a load calculation?

A. To determine the size of the equipment.

Q. Would you do -- I won't ask you this. You don't know anything about the manual S equipment selection.

A. Correct.

Q. You're an expert. What do you think manual S equipment selection would be? Why would you do that?

A. I don't need manual J to determine the size of the equipment. There's a million different -- what someone wants, can choose to go between a different C

rating. C rating is not going to have effectiveness, how it's going to operate in the house. I don't know.

Q. Manual J calculation would lead to manual D, duct design?

A. That's correct. And a duct design -- just to clarify, duct design, you can ask 15 different people, which are probably here, a duct design layout system and you will get 15 different answers.

Q. If I can get Plaintiff's Exhibit Number 2. Plaintiff's Exhibit Number 2 shows a signature on that.

A. That's the Weddles.

Q. Did Mr. Weddle sign for his wife?

A. He did.

Q. So Mrs. Weddle was not present; correct?

A. Correct.

Q. When you said entered into a contract, entered into a contract with Mr. Weddle; correct?

A. I don't know if he has power of attorney over her or what they have. I didn't need -- I didn't have to have both names on there. He did that. I didn't tell him to do that.

Q. Whose house was this?

A. Whose house was what?

Q. That you were working on. Who owned it?

A. The Weddles.

Q. Not Ms. Weddle?

A. The Weddles own the house.

Q. What information do you have that the Weddles owned that together?

A. I didn't go digging through to find out who owned the house. I was called to give an estimate, and that's what I did.

Q. Did you tell Mr. Weddle just to put his wife's signature on there?

A. I did not. Matter of fact, there was a phone call at the end of the job and they -- he actually asked me to provide him with another contract with no signature on it to where he could take home to his wife and have her sign it. I kind of thought that was odd.

Basically, Ms. Weddle got on the phone with me. I explained that to her. They got on the phone and started yelling at each other for some reason.

Q. Do you remember what they were yelling about?

A. I mean, I can't hear through the phone. I can obviously hear hollering about something in the front yard of Foxborough Drive.

Q. This punch list here, this is Plaintiff's Exhibit Number 3. That was hand delivered to you, correct?

A. That's what that was. Not hand delivered.

He thanked me on Monday morning, walking through the job.

Q. Who handed that to you?

A. I don't remember. One of them.

Q. So they wanted the stand to come out 24 inches; right?

A. Correct.

Q. Was this the first punchout that you received from them?

A. It's the only punchout I received.

(DFT. EXH. 1, Punch list with return receipt, was marked for identification.)

BY MR. MURPHY:

Q. I'm going to hand you Defendant's Exhibit Number 1 with a return receipt and certified mail. See if you recognize that.

A. Looks like the same. It's not different than the -- no different than the punchout list. I guess it's some sort -- my wife signed for it at the door of my house to get this. It's no different than what I've got right here in my hand.

Q. So you did receive this?

A. I'm assuming so. Signed for it.

Q. If I'm not mistaken, you have the punchout list. Are they different or are you saying they're the

same?

A. These are two different punchout lists here. Basically Exhibit Number 3 is basically -- it says and states basically the same thing.

Q. What is a punchout list?

A. Punchout list for me is something I go in there and have few fixes before you get paid when you finish a job. This is more like a change order list.

Q. With those punchout lists, did you do anything new?

A. Did I do anything new?

Q. Yeah.

A. The only thing I did off the punchout list, she was complaining that the hole in the attic where the existing chase was down through the wall for the return duct, possible 20-by-20 something hole where they just used open chase. That could be a hazard. If someone crawled up into the attic, they might fall into it.

I did bring a piece of OSB board when I was heading that way. I obviously did have this. I had the board with me.

And I did crawl up in the attic. And I put a piece of board over the existing hole in the house.

Q. You didn't come back with any foam to fill in

the boots?

A. The boots were not foam filled. The boots were mastic, which is another material used to seal around duct penetration.

Q. That's what you contracted for.

A. The contract for foam fill, I used alternative, which is mastic.

Q. You didn't comply?

A. It's an alternative to mastic, to spray foam.

Q. Didn't ask you that. Did you comply with the contract?

A. I did not put foam fill around the boots.

Q. Is mastic cheaper than foam fill?

A. No, it's actually more expensive.

Q. What type of mastic did you use?

A. Duct sealant. The brand, I don't have all here.

MR. MURPHY: Your Honor, at this time I would move Defendant's Exhibit Number 1 into evidence. That's the punchout with the return receipt.

MR. CISA: No objection, Your Honor.

THE COURT: It's admitted without objection. Defendant's 1.

MR. MURPHY: Yes, Your Honor. That's Defendant's Exhibit Number 1, Your Honor.

(DFT. EXH. 1, Punch list with return receipt, was received into evidence.)

BY MR. MURPHY:

Q. So no foam fill. Everything else you completed?

A. I did not use foam fill to seal around the boots. I used alternative mastic to seal around the boots.

Q. What about the return upstairs?

A. You mean the return in the attic?

Q. Yeah, I'm sorry. This is one story; correct?

A. That's correct.

Q. So the return upstairs in the attic, how far -- do you recall how far you placed your -- you raised that?

A. How far I raised it?

Q. Off the drip pan.

A. How far is the return off of the drip pan? What are you referring to?

Q. I may be mixed up with the air handler. I'm sorry.

A. The air handler is four to six inches -- I'm assuming four. I either use three-inch pump up, which is mastic, to support or I used six-inch pump up to support the unit.

Q. Did the Weddles address that with you, the air handler? How it was too low to the ground?

A. No, sir.

Q. And they needed that fixed.

It was admitted into evidence. There was some e-mails back and forth between you and the Weddles; correct?

A. Prior to the job or after the job?

Q. Prior.

A. Yes, sir.

(DFT. EXH. 4, E-mail string list, was marked for identification.)

BY MR. MURPHY:

Q. I'll show you Defendant's Exhibit Number 4 It's an e-mail.

THE COURT: Is that being admitted?

MR. MURPHY: I'm going to see if he's going to recognize it. If he does, I was going to move it in, Your Honor.

THE WITNESS: Yes.

BY MR. MURPHY:

Q. Do you recognize that e-mail between y'all?

A. I don't really remember it, but I see my name on there so I'm assuming so. Three-and-a-half years old.

MR. MURPHY: Your Honor, at this time Defendant moves exhibit 4 into evidence.

THE COURT: Any objection?

MR. CISA: I don't have any objections. Let me take a look.

I don't have any objection. Defendant's Number 4 is a printout of an e-mail. And that's post-contract.

THE COURT: E-mail entered without objection.

(DFT. EXH. 4, E-mail string, was received into evidence.)

BY MR. MURPHY:

Q. Plaintiff's Exhibit Number 2, this is the contract that was signed. I don't have a date on there. Do you remember when that was signed?

A. I don't. I know it's dated March 7, 2012. I don't know the actual sign date or not. I'm not positive. I don't remember.

Q. This e-mail that's Defendant's Exhibit Number 4 is dated February 29, 2012; correct?

A. That's correct.

Q. In that, Mr. Weddle says: Put the platform out 24 inches?

A. When you say platform, the -- can you read that, exactly what it says?

Q. Sure. It says: Hi, Clint, received your estimate. Do you think he's confirming that estimate right there?

A. That's correct. I don't know. There was probably ten different e-mail estimates of ten different -- change this unit, wanted this unit, how much can I save to do this, how much can I save to do that.

Q. Hi, Clint, received your estimate. Does the 13 have the variable speed/fan?

No problem with moving the outside 24 inches away from the eave. We are looking at the estimate. We'll let you know ASAP.

If I'm not mistaken, you respond: 13 SEER does not have variable speed. 15 has variable. Platform being moved, no problem. That's correct?

A. That's correct.

Q. You agreed to put the platform 24 inches?

A. I said it could be if that's where he wanted it. He sat there and watched me. It was sat in ground before concrete. And I said to him: Is this fine?

He said: It looks wonderful.

Q. Did you have a tape measure out there?

A. No, sir.

Q. So when you put it in there, did you know how

far away it was?

A. Well, you know I didn't want a condenser -- I didn't know exactly how far it was off the side of the house. You wouldn't set a condenser in the middle of your backyard.

Q. The back platform, 24 inches, do you know why Mr. Weddle wanted it 24 inches away from the eave?

A. The only concern walking through the house with both the Weddles was to make sure it was far enough off the side of the house. The existing stand sat underneath the drip edge and the existing stand had green mildew and fungus on it from the water steadily sitting in it. That was really the only concern. There was so many e-mails back and forth. We've got them there. There is stacks of e-mails. So many changes to this and that and this and that.

Q. If I'm not mistaken, when they told you to remove -- I'm sorry -- move the back stand, you told them you weren't going to move the back stand; correct?

A. That's correct. I'm not redoing the job after someone sat there and watch me do it the whole time. I was installing it.

Q. Then also the stand in the attic, replacing the stand, that wasn't going to happen; correct?

A. That's correct.

MR. MURPHY: Beg The Court's indulgence, Your Honor. I'm looking for a photo. I had it.

BY MR. MURPHY:

Q. The air handler. Industry standard, how high should that be up from the drip pan?

A. There is not an industry standard that I'm aware of that says how high air handler has to be out of the drip pan. The reason why you make sure you have it proper, which is quarter inch per ten-foot on the exterior, which that was achieved.

Q. Do you remember how much clearance you had or how much it was raised?

A. I don't know off the top of my head. The system sits on a platform, which I believe was two-by-four platform with half inch OSB. It's either sitting on three-inch out the page or six inches out the pan.

Q. Explain mastic. Is it liquid?

A. It's a water-base spray-on with a brush. It dries and hardens with a hard cast.

Q. Does that have a problem with oozing?

A. I mean not necessarily. What do you mean by oozing?

Q. Let me show you. Let me hand you this. Do you know what that substance is?

A. Do I know what it is?

Q. Yeah.

A. That's mastic. That's because the hole in the sheetrock that's cut was not cut by me. It's cut in 1973, the building of the house. So basically getting into the purpose of that mastic, it seals hot air traveling into that sheetrock that was not placed by me into the house.

MR. MURPHY: Your Honor, move Defendant's Exhibit 11 into evidence?

MR. CISA: No objections, Your Honor.

THE COURT: Number 11 is a photograph.

MR. MURPHY: Yes, Your Honor.

(DFT. EXH. 11, Photocopied photograph, was received into evidence.)

BY MR. MURPHY:

Q. I'll show you this. When you put the boots in, did you have to force the boots in?

A. The boots are a tight fit. The reason why a boot is a tight fit, to eliminate gaps and cracks like you see in this picture. Basically the main purpose of that is to seal up any hot air coming from the attic down into the living space.

When is this? I mean, when are these pictures taken? You got to figure it's

three-and-a-half years old. I don't know how it was -- how it is now versus how it was when I left it.

All these people looked at the job three-and-a-half years later. It's a big difference.

Q. How quickly does mastic dry?

A. Probably dries relatively according to what the temperature is in the attic. I can't remember what the temperature was outside. I can't think if it was summertime. In March. Probably two, three hours.

Q. So two to three hours of mastic needs to ooze. It would ooze and dry?

A. The purpose of that mastic above that sheetrock, there obviously was a gap from the sheetrock to the boot. The mastic is put in place to seal. No different than foam fill. If you squirt foam fill, it oozes and seals the gap. No different than what this is doing. It's sealing the gap.

Q. Who put the boots in?

A. I put them in myself.

Q. Was anybody helping you?

A. A person from up above, yes, sir.

Q. Who is that person from up above?

A. One of my employees.

Q. What's his or her name?

A. I don't know which one it was. It was either

James Guthrie.

Q. You were downstairs and they were upstairs?

A. I'm in the house on the ladder. They hand you a boot from up above from the attic. I pull it down, and I nail it off with roofing tacks so the grill will properly go in.

Q. Would it be better to use screws?

A. No, sir. Screws stick out. They don't -- there's no need to. I've put roofing tacks in for the last 18 years.

Q. What about the duct tape?

A. What about it?

Q. Why did you use duct tape?

A. Why did I use duct tape on insulation?

Q. Why did you use duct tape on the boot?

A. The duct tape that you see on the boot is not sealing anything metal. All metal joints are sealed with mastic tape. The duct holds the insulation. You have to fold it over and stick it to the boot to hold the insulation in place. Otherwise, when you pull the boot through, you're going to continue up with no insulation on the boot by the time I pull it through the actual joist.

Q. When you say insulation, what type of insulation?

A. When I'm talking about insulation?
Q. When you're saying the duct tape was used.
A. For insulation.
Q. For the insulation on the boot?
A. The insulation was on the boot.
Q. What type of insulation was that?
A. Fiberglas insulation.
Q. How many times after you say that you completed the -- we'll just say project at the house, how many times did you return to the house that you recall?
A. Once that I remember.
Q. When was that?
Did you say like March 30th?
A. It was the Monday after completion.
Q. I think you testified, correct me if I'm wrong, you completed March 30th; correct?
A. That's what I have here.
Q. 2012?
A. Correct.
Q. That following Monday is when you came out?
A. That's what I am remembering.
MR. MURPHY: Beg The Court's indulgence.
THE WITNESS: Unless it was Sunday. It may have been Monday. I'm pretty positive.

MR. MURPHY: Just bear with me, Mr. Sires.

BY MR. MURPHY:

Q. When you came out, who did you see or who did you talk to? Were both parties there?

A. I believe both parties were there -- I think only one party was there. I think just Rick.

Q. His wife wasn't there?

A. That's correct. It was just him for sure.

Q. So the punchout date, whenever that was, Mrs. Weddle was not there as well as when the contract was signed. She was not present; correct?

A. That's correct.

Q. During the job, okay, during the job, you said it took five days?

A. Four-and-a-half.

Q. Four-and-a-half. Any interaction, face-to-face with Mrs. Weddle?

A. No.

Q. Any phone calls?

A. Not that I remember.

Q. Do you know where Mrs. Weddle was at that time?

A. I have no idea.

Q. When was the first time that you had contact with Mrs. Weddle?

Was it after the job was completed?

A. Had contact with Mrs. Weddle, we did a walk-through at her property. Basically explaining what they wanted and so on. And then that was basically it.

Q. You did meet Mrs. Weddle? That was prior to the contract being signed?

A. That's correct.

Q. After the completion of the job, any interaction with Mrs. Weddle?

A. I believe by telephone, yes.

Q. And what happened there?

A. Just basically they wanted that list of things done, which wasn't nothing wrong with the way it was installed. Basically I told her, basically, if you're the one that wanted to make the decision like as far as where duct should be located in the attic, condenser stand, you should've been on the job. Her husband -- the things they are complaining about, the duct and the stand -- was standing right there with me.

Q. Of course, you filed this action through your attorney; correct?

A. Correct.

Q. Are you familiar with your summons and Complaint that you filed?

A. You can refresh my memory.

Q. You don't know what you're asking for today?

A. I'm asking for full payment and lawyer fees for the job that I completed.

Q. In here, do you recall mentioning in exhibit B, describe the Plaintiff installed the heating and air conditioning system. Let me show you.

MR. MURPHY: Frank, does your Complaint have marks on it?

MR. CISA: No.

BY MR. MURPHY:

Q. Let me show you this. This is what brought us here. Have you ever seen that before?

A. Yep.

Q. I'm going to get you to go to page 2 of five. Paragraph six.

A. Yep.

Q. If you could read that.

A. The Plaintiff installed the heating and air conditioning system as agreed to between the parties; however, the Defendants have failed to pay the Plaintiff for work performed by the Plaintiff as aforesaid, as more particularly described on the invoice attached hereto as exhibit B.

Q. Go to exhibit B.

A. Where is exhibit B?

Q. Just keep on flipping, sir. It should be -- keep on flipping.

So particularly describe what you did, heating and air. How are you doing that with that invoice that you filed?

A. What do you mean?

Q. I mean, I don't see where you installed. I don't see what duct work you installed. I don't see the cost of labor. I don't see the cost of equipment.

A. No heating and air conditioning company breaks down the heating and cost. It's the flat rate price, and that's the job.

Q. You can say that with certainty; no break down?

A. I don't say nobody. 90 percent don't. If they do break it down, they are not giving you actual numbers. I can promise you that.

Q. This exhibit B is not an invoice; correct?

A. Balance owed, $9,000.

Q. It's not an invoice; right?

A. That is not an invoice, no. Exhibit B says, $9,000.

Q. Do you know Mr. Pardee?

A. Do I know him? Yes.

Q. James Pardee. How do you know him?

A. We worked together in the industry 18 years. I started at Pardee Heating and Air.

Q. When you started with Pardee Heating and Air, was he the owner or just like another co-worker?

A. He was a salesman. I was an installer.

Q. Y'all have a good relationship?

A. I mean, we talk when we see each other. We don't call each other on a daily basis. He's been back and forth selling equipment. We do contact each other occasionally, him trying to sell me a piece of equipment.

Q. I guess you have knowledge he went out to the house; correct?

A. I do.

Q. Do you know he went out to the house the same day that you went out?

A. The same day that I went out? Monday?

Q. Yes, sir, or maybe shortly thereafter. Do you have knowledge that he went out there on April 13th?

A. I have knowledge he went to the residence, yes.

Q. Do you have knowledge that he inspected it and quoted a price for repairs?

A. I have knowledge that he showed up, was given basically the same punch list that's here that I've got and said: Here, quote this. He's a salesman. That's what he's going to do.

Q. He's a salesman?

A. Right. You show up to a car lot, you got cars to sell, a salesman will sell you a car.

Q. Is he a new car salesman?

A. He's an air conditioning salesman.

Q. He's going to tell you what you want to hear?

A. If you want -- if I walk into your house and I'm a salesman for air conditioning and you call me out there and you want a brand new one, I'm going to sell you a brand new air conditioner.

Q. He's identified as one of your witnesses; correct?

A. Correct.

Q. You just described him as a salesman; correct?

A. He's a salesman, that's correct.

Q. Did you tell him what you wanted?

A. Did I tell him what I wanted? He wasn't there to sell me anything. The first of my knowledge him being there is an e-mail from one of the past lawyers.

Q. Did you ever mention to Mr. Weddle after you inspected the boots you didn't realize the boots were like that, in that condition?

A. As I said earlier, I inspected the boots that were pulled down. And I did see the gaps, which I already knew the gaps were there. I put them in. It doesn't hurt anything. It's sealed from the top. To appease him, I would seal them. He told me not to move forward.

Q. When you inspected, how did you inspect it?

A. How did I inspect it?

Q. Did you go upstairs?

A. I was on the site every single day of the job.

Q. You just mentioned you were going to appease Mr. Weddle. You were looking at boots; correct?

A. That's correct.

Q. How did you inspect those boots?

A. This picture you've got labeled exhibit 11 shows gaps around the sheetrock. I was going to seal the gaps around the sheetrock from the inside with silicone, to seal it from the inside, even though it is sealed from the top. It wasn't going to cause any issue.

MR. MURPHY: Be The Court's indulgence.

Your Honor, if I can get just a minute. I believe I'm done. I just wanted to consult with my client to see if she needed any follow-up. She just asked for a minute.

THE COURT: All right. That's fine.

(A recess transpired from 3:08 p.m. until 3:09 p.m.)

BY MR. MURPHY:

Q. Is it true you did not properly register the warranty on the system?

A. I did not register a piece of equipment I haven't been paid a dollar for. The warranty costs $600 or 400, whatever it costs.

Q. It wasn't registered?

A. That's exactly correct.

Q. The warranty you quoted $800; is that correct?

A. That's correct. There's a mark-up in anything you do.

Q. When the boots are pulled down, are these supposed to be flush with the sealant?

A. As flush as you can get them without reframing the house.

Q. Why do you want to get them as flush as possible?

A. Because you want to eliminate the crack. Every boot, no matter which boot you put in, has to be sealed from the -- regardless from the top or bottom. You can seal it from the bottom with silicone or from the top with foam fill, mastic, any type of sealant that seals the sheetrock. Less of a gap, the better off you're going to be as far as less sealant you've got to use.

Q. Mr. Sires, I'm going to show you some photos. Just see if you recognize it. Then I'll have those marked.

A. I mean, do I recognize them? It's a boot in a ceiling. I recognize it. I couldn't tell you if that's how it was when I left. That was three-and-a-half years ago. The boots were sealed properly from the top; that I can guarantee.

As far as this, I do not know who messed with the system since I've put it in. Like I said, it's three-and-a-half years ago. What's been done since I've left? There's been 20 heating and air conditioning guys there, if not more. I have no idea when I came to the house three days after the installation who pulled out every single grill out the ceiling just to pull it out.

Q. With those photos right there, are those

photos flush? Is the boot flush?

A. The boot is not flush. Like I said before, you want to try to get down as flush as possible without trying to reframe the house. The fill around the boot is done in 1973. The boots are pulled back through as far as possible and whatever gaps you see are sealed. The top would be where hot air is leaking through to cause any condensation.

MR. MURPHY: Your Honor, at this time, no further questions.

THE COURT: Do you have any?

MR. CISA: I just have a few

THE COURT: Redirect.

REDIRECT EXAMINATION

BY MR. CISA:

Q. Mr. Sires, you said when you went back out there on that Monday to address the punch list, were you willing to appease Mr. Weddle?

A. By doing just the boots, I was. Move the air handler to put a piece of plywood out of OSB. I was not moving the outdoor unit when he watched me.

Q. And you weren't doing the duct?

A. Three days' worth of labor. About 80 percent of the job to redo all that duct work. If they wanted it like that originally, then that's the way it

would've been done.

Q. To go around and seal from the inside on the duct boots, how long would that have taken you with silicone?

A. 20 minutes.

Q. Mr. Weddle didn't want you to do it?

A. No, he didn't want to move forward.

Q. Do you remember how big this house was? How many square feet?

A. 1,400, 1,500.

Q. One story house?

A. Yeah, small ranch house.

Q. You mentioned that you talked with the Weddles when you were pricing this job and trying to figure out what size unit, that they talked about certain upgrades?

A. Correct.

Q. What upgrades?

A. Upgrade the windows and actually insulation in the attic; the load, roughly, two-and-a-half tons of air conditioning to begin with. In rental homes, you're not satisfied at 75, 78 degree temperature.

MR. CISA: I don't have anything further. Thank you very much.

THE COURT: Any response to redirect? Any

recross, Mr. Murphy?

RECROSS-EXAMINATION

BY MR. MURPHY:

Q. As you testified today about the Weddles, about replacing the windows and replacing some other items, did you, based on that, did you do your -- bear with me again -- your load calculations as well as your manual D?

A. I did take that into effect, yes, sir.

MR. MURPHY: Nothing further, Your Honor.

THE COURT: Nothing further. Mr. Sires, you can step down. Thank you, sir.

Next witness.

(Mr. Sires exited the stand.)

MR. CISA: Gene Pardee.

THE COURT: Mr. Pardee, raise your right hand.

HARRY EUGENE PARDEE, JR.

being first duly sworn, testified as follows:

THE COURT: State your full name and spell your last name for the court reporter.

THE WITNESS: Harry Eugene Pardee, Jr., P-A-R-D-E-E.

DIRECT EXAMINATION

BY MR. CISA:

Q. Mr. Pardee, how old are you, sir?
A. Forty-nine.
Q. Are you currently employed?
A. I am.
Q. Where are you employed?
A. Pardee Service Experts.
Q. What is your occupation?
A. Residential sales.
Q. For what?
A. For Pardee Service Experts.
Q. What are you selling?
A. Residential heating and cooling.
Q. How long have you been selling residential heating and cooling systems?
A. Eighteen years.
Q. How long have you been involved in heating and air-conditioning business?
A. Twenty-plus years.
Q. What did you do before you started selling predominantly?
A. Installation of heating and air systems.
Q. You did that through what company?
A. Through Pardee Heating & Air.
Q. Is that a family-owned company?
A. It was in '97. My family sold to Service

Experts. That's when I actually went back to work. I had left the company for 13 years. And when my family sold, I went back in '97.

Q. How long did you do insulation work?

A. Through high school. Four or five years.

Q. Were you contacted by the Weddles to come out and look at the HVAC system at their residence or residence at 155 Foxborough Drive, Goose Creek?

A. Yes, sir, I was asked to go out and give a quote, yes, sir.

Q. Did you go out?

A. Yes, sir.

Q. Do you recall who was present when you went out?

A. Mr. Weddle was.

Q. Was Ms. Weddle present?

A. No, sir.

Q. Did you inspect -- do you recall when this was? Was it in April of 2012?

A. Yes, sir.

Q. Did you have occasion to inspect the existing heating and air-conditioning system at that time?

A. I gave a visual inspection, yes, sir.

Q. Did you go in the attic and look at it?

A. Yes, sir.

Q. Describe for The Court how you inspected the -- did a visual inspection of the system. Walk through the house?

A. I went up in the attic, saw the duct work, saw the equipment. He told me then they were wanting to get it redone. Big red flag. You have a brand new system sitting there with a new duct system. And at that time, I did not know that Mr. Sires had put the system in. It was a very good looking install to me. And that's when I started back pedaling. Honestly, I don't want anything to do with it. I didn't want to get involved with something like this.

I told Mr. Weddle I really was not interested in giving a quote. Everything I saw looked good. He was insistent that I give him a price to do the repairs that he wanted done.

Q. Based upon your visual inspection of the system, did you see any problems with the system at all?

A. No, sir, I did not from the outside. I did see the gaps around the boots, around the sheetrock.

Q. Do you think that's a problem?

A. If it's not sealed at all, yes, sir.

Q. Are they sealed above in the attic? Does that take care of any problem?

A. Yes, sir, that would be the sealing effect there, yes, sir. As Mr. Sires said, you don't want the hot air getting around and the cold air leaving the boot, causing condensation.

Q. Did you see any other problems?

A. I did not.

Q. Did it appear in good and workmanlike fashion?

A. Yes, sir.

Q. With industry standards?

A. Yes, sir.

Q. Did you go walk out behind the house to see the condensing unit, how it was installed?

A. Yes, sir, I did.

Q. Did you see any problem with the condensing unit?

A. None whatsoever, no, sir.

Q. Let me show you a document and ask if you can identify for me. What is that, sir?

A. That's the quote I left with Mr. Weddle, giving him a price for the work he wished to have done.

Q. Did you tell Mr. Weddle this work didn't need to be done?

A. Yes, sir, I did.

Q. Can you tell me what you quoted him. I think

it looks like -- how many different items are there?

A. Looks like -- I see three numbered at the bottom where it says add. Probably number four.

Looks like I quoted $1,200 to move that flood stand out further away from the residence, from the home.

Q. Is that the stand where the condensing unit sits?

A. Yes, sir, that's correct.

Q. Did it need to be moved?

A. In my opinion, no, sir.

Q. What was the next item?

A. Next item, number two, from what I can read, looks like readjust whole boots, flush to the ceiling and seal. $2,200 for that.

Q. Did that appear to be something that needed to be done?

A. From the living space, not knowing it was sealed from the attic side, it appeared that way.

Q. What was the next item?

A. Remove particle board platform or OSB from under the air handler and install three-quarter plywood; $600 for that.

Q. Do you see any problem with the OSB that was put in by Sires?

A. No, sir.

Q. Is that standard industry practice?

A. That's standard.

Q. What was the amount?

A. $2,060 to relocate four back ducts. If memory serves me right, on the other side of the air handler, four different boots they wanted relocated for some reason.

At that point in time, we were charging 500 per run. That's what -- to be honest with you, these prices are a little inflated. There is kind of a lower number.

I didn't want anything to do with this job. I threw a number, hoping they'd never call me again; just to get away from it.

Q. Why did you not want anything to do with it?

A. I walked into a good-looking install. Brand new equipment sitting there. It's just -- just not something I want to get into. I felt all along something was not right there.

MR. CISA: Your Honor, I would ask this estimate be introduced as Plaintiff's Exhibit 5.

THE COURT: Any objection?

MR. MURPHY: Without objection.

THE COURT: Number 5, without objection.

May I hand you a copy of it.

MR. MURPHY: Please.

(PLF. EXH. 5, Estimate, was received into evidence.)

BY MR. CISA:

Q. Mr. Pardee, did you see the unit? If you were going to put a new unit into the house, do you remember?

A. I did not do a load calculation on the house that day. Were we actually going to give an estimate, yes, sir, we would do a Manual J to do load calculations.

Q. You didn't do that?

A. No, sir.

MR. CISA: I don't have any further questions. Please answer any questions Mr. Murphy or Judge Van Slambrook may have.

THE COURT: Mr. Murphy.

MR. MURPHY: Your Honor, at this time I would like to do a motion to strike Mr. Pardee's testimony. All of his opinion was not qualified as an expert, Your Honor.

THE COURT: Mr. Cisa.

MR. CISA: You're supposed to make contemporaneous objection. He made no objection.

Plus, Mr. Pardee, he's been in the business. He's been selling for 18 years. He said he did install for four or five years.

I didn't seek to qualify as an expert. I simply asked him questions. There was no objection given at the time to my questions. And I suggest, if you don't object contemporaneous, you waive the objection. And The Court can give such weight as The Court deems appropriate anyway.

MR. MURPHY: Yes, Your Honor, you have lay opinion and expert opinion. Lay opinion cannot testify to certain things, Your Honor. I'm just moving to strike his -- any opinions that only an expert can give.

Your Honor, even if I contemporaneously object, Your Honor, you can strike because this gentleman right here is not properly qualified as an expert.

THE COURT: There was no contemporaneous objection. Mr. Cisa, were you seeking at this point or at any point to qualify him as an expert?

MR. CISA: Judge, I don't believe so. I'll be glad to try. I can go into some more detail about what he does. He's obviously selling HVAC systems. He goes out and he looks at the existing system, I'm sure,

and determines whether something is needed or if he wants to sell a system. I don't know if it's necessary or not. I think you can give whatever weight you deem appropriate to him.

THE COURT: There wasn't a contemporaneous objection. I'll weigh the opinion in light of the information that he's not been qualified as an expert and give his testimony and any opinions he may have rendered the appropriate weight; also taking into consideration the testimony as to his experience in the field. Objection is overruled.

MR. CISA: Thank you, Your Honor.

MR. MURPHY: Thank you, Your Honor.

CROSS-EXAMINATION

BY MR. MURPHY:

Q. Mr. Pardee, you mentioned a problem with gaps in the boot?

A. Right.

Q. What's the problem again with that?

A. Hot air from the attic, mixing with the cold air coming out of the boot itself would cause condensation on the grill.

Q. And you quoted to seal the boot; correct?

A. Correct.

Q. I'm going to hand you Plaintiff's Exhibit

Number 2, estimate to seal the boots.

A. $2,200.

Q. You did that because the boots were not sealed correct or properly sealed; correct?

A. From outside appearance, yes, sir.

Q. Did you go upstairs into the attic?

A. Yes, sir.

Q. How far did you go?

A. I did not inspect each individual boot. I went up and went down to the air handler itself and, I mean, everything looked good to me. Looks like a good install.

Q. Did you inspect any of the boots in the attic?

A. From the attic side, no, sir.

Q. Your opinion -- let me ask you this. Did you go over to the air handler and look at the duct system on the other side of the air handler?

A. Did not.

Q. I would assume you didn't inspect any of the boots from the ceiling; correct?

A. Correct.

Q. The air handler, did you measure how far that was raised?

A. No, sir, I did not.

Q. How far should that be raised?

A. If I remember the attic correctly, it's not much of a pitch on that roof. I don't have any standard for how far it should be raised. I would say six-inch pump-up would be, gracious, plenty.

Q. Do you recall how close the top of the air handler was to the roof or the truss system?

A. I do not. I'm a little larger than you. I don't believe I would fit through there.

Q. Do you know if the air handler was raised six inches?

A. I do not remember if it was six-inch pump-up or three-inch pump-ups.

Q. Six-inch would be appropriate for this system?

A. It would be fine, if that's what's there. It's fine. Sometimes six-inch, you can't get that high; you're hitting the roof beams.

Q. Why do you have to raise it? Why do you have to raise the air handler?

A. Proper slope on the drainage on the condensate drain line.

Q. If you don't have proper sloping, what happens?

A. You have water backup into the drain pans.

The primary pan overflows into the secondary pans.

Q. Did you see any of that up there?

A. Any back-up condensation?

Q. Yes, sir.

A. No, sir, I did not.

Q. What about sweating from the duct system?

A. I saw no sweating at that time.

Q. When did you go again?

A. April 13th.

Q. How long have you known Mr. Sires?

A. About 18 years.

Q. When you look at the boots from the interior of the house, you mentioned gaps. Explain those gaps. How did you know they were gaps? Visual or with fingers?

A. Visual.

Q. Did you look at the gaps from floor level?

A. Floor level.

Q. When you said this looks like a new system, looks like a good system, this was really just, I guess, just visual; correct?

A. Correct.

Q. Did you do a duct blast?

A. Didn't do a duct blast or a blower door testing, which would show you whether those were sealed

or not.

Q. Did this system look shiny and new to you?

A. Yes, sir.

Q. Is that part of your opinion?

A. Part of my opinion.

Q. Hey, this was a good system?

A. Looked good, yes, sir. From my experience, looked like a good install.

Q. Did you cut anything out of the duct system to see how much installation was used?

A. How much insulation?

Q. Around the duct work.

A. If I remember right, Code R8, three-inch insulation. That's written on the outside of the duct work on the fiberglas insulation.

Q. Did the duct work appear to be even with the main trunk line? Did it appear to be two different sizes?

A. Don't remember, but it should taper down as it goes, maintain static pressure.

Q. In which direction?

A. What do you mean?

Q. Do you recall if it tapered down to maintain direction?

A. I do not know. It should start out from the

air handler and taper down. Three-and-a-half years ago, I don't remember.

Q. You testified workmanlike condition; correct?

A. Correct.

Q. You inspected no boots inside the attic; correct?

A. Correct.

Q. You didn't move any insulation; correct?

A. Correct.

Q. You didn't go beyond the air handler?

A. Correct.

MR. MURPHY: Your Honor, I'm just looking. I'm almost done. I have to find one photo that I misplaced, Your Honor.

BY MR. MURPHY:

Q. So what you saw that day, tell me -- you saw the stand outside; correct?

A. Correct.

Q. Did that give you any concern?

A. No, sir, I thought it odd that a flood stand was in that yard to start with. That's what they wanted, I guess.

Q. You weren't concerned how close it was to the house?

A. No, sir.

Q. No problem with rain water, debris, ice coming into that system?

A. (Witness moves head from side to side.)

No, sir. I'm sorry. No, sir.

Q. You're fine. Is there a standard how far away that should be from the house, the eave of the house?

A. The eave, no. Industry -- most systems you want the equipment 18 inches away from the house for breathe-ability. Other than that, I've never seen any manual where an eave comes into play whatsoever.

Q. Did you see any -- when you were inspecting the boots, did you see any rust or any condensation on the registers?

A. There were no registers on the boots when I got there. They were already taken off.

MR. MURPHY: Your Honor, I have no further questions.

THE COURT: Any redirect?

MR. CISA: I have none, Judge.

THE COURT: Mr. Pardee, you can step down, thank you.

(The witness exited the stand.)

THE COURT: Mr. Cisa.

MR. CISA: Your Honor, I have no further

witnesses. I would reserve Mr. Sires maybe for reply. I have no further witnesses. That's my case.

THE COURT: Thank you, sir.

Mr. Murphy.

MR. MURPHY: Yes, Your Honor. I have several witnesses, Your Honor. If I can just identify who's here. I didn't realize some people came in here and some may be outside.

THE COURT: I understand. Let's take a quick break. We'll be back in ten minutes to 4:00.

Any objection, Mr. Murphy?

MR. MURPHY: I understand. My client is asking me a question. Is he under subpoena?

MR. CISA: I subpoenaed him.

MR. MURPHY: I do not have any subpoenas.

THE COURT: Any objection to him being excused?

MR. MURPHY: Yes, Your Honor, at this time we object.

MR. CISA: Just had him on cross.

THE COURT: Are you going to call him as part of your case?

MR. MURPHY: Yes, Your Honor. There's a potential.

MR. CISA: Just had him on cross-examination.

MR. MURPHY: Yes, Your Honor. As I call more witnesses, more testimony may come out, Your Honor.

THE COURT: Mr. Pardee, I'm going to ask you to stick around for today. And at the end of today, if we don't finish, I'll let you know what your obligations are, if any, regarding when we may finish up. We'll be back in ten minutes.

(A recess transpired from 3:40 p.m. until 3:55 p.m.)

THE COURT: We had a short discussion relative to the status of the case and number of witnesses. I understand the defense is ready to present its case with a number of witnesses, some of which are under subpoena. What I'm going to ask you to do, Mr. Murphy, try and call those witnesses that are under subpoena, the shorter ones, so we can get as many of those accomplished today as possible rather than taking up the time with one lengthy witness and re-bring some of these folks back.

We're going to come to a stop between quarter to 5:00 and ten until 5:00. Going to shutdown the courtroom at that time. We will have a brief discussion as to how much time remains before we can finish the case, and then we'll take steps to finish it at the earliest available court time. Not going to be

tomorrow.

We will have to get together and schedule that mutually. Mr. Murphy, in light of that, call your witness.

MR. MURPHY: Thank you, Your Honor. The Defendant calls Mr. John Bailey to the stand.

THE COURT: Mr. Bailey. Raise your right hand.

JOHN BAILEY

being first duly sworn, testified as follows:

THE COURT: Put your hand down. Sit down. State your name and spell your last name for the court reporter, please.

THE WITNESS: John Bailey, B-A-I-L-E-Y.

DIRECT EXAMINATION

BY MR. MURPHY:

Q. Mr. Bailey, where do you currently work, sir?

A. I work for myself. I work out of my home as a consultant.

Q. What type of consultant are you?

A. I do load calculations and duct design. I do energy code testing, and I do comfort troubleshooting.

Q. How long have you been doing that?

A. I started doing energy audits back in 2007. I've been BPI certified for two years now. I've been

running load calculations since the '80s.

Q. 'Cause you mentioned load calculations, BPI certified, have you ever been to people's homes, residences or commercial properties to look at payback systems?

A. All the time.

Q. When you go out there, for the judge's benefit, why do you go out there? And if you conduct any test, what type of test do you conduct?

A. HVAC load, duct blast testing. I do infiltration testing, energy audits.

Q. Now, when you do that testing, what are you trying to determine?

A. Depends on the situation. I get called out on mold issues when they have mold growing in parts of the house. Try to look for sources of humidity.

I'll be testing the blow door test and duct blast testing to find sources of humidity and condensation.

Q. Consulting, how long have you been in the consulting business?

A. Two years.

Q. I'm sorry?

A. Two years.

Q. Prior to that, have you ever testified in

court before?

A. No.

Q. Since you've been consulting, have you ever testified in court?

A. No.

Q. Again, you mention BPI certified; correct?

A. Yes.

Q. Do you hold any other certifications?

A. I have a South Carolina Duct and Enclosure Certification.

Q. When did you get that?

A. About two years ago.

Q. Are you familiar with HVAC installations? When I say HVAC, not only the condenser, the return as well, the duct system. Are you familiar with that?

A. I'm also a licensed mechanical contractor.

Q. How long have you been a licensed mechanical contractor?

A. Since 2006.

Q. What type of training have you received to become a licensed mechanical contractor?

A. I took a test course. I have a degree in HVAC from Midland Technical College.

Q. When did you get that degree?

A. In '82. Long time ago. I also have -- I

also went to Carrier's engineering training course, six months' training course in Syracuse, New York back in the '80s.

Q. So you got BPI certified. And I think you said -- what was the other one, duct and enclosure?

A. South Carolina Duct and Enclosure Certification.

Q. When did you get that?

A. About two years ago.

Q. You're also a licensed mechanical contractor; correct?

A. Yeah.

Q. Any other concerning the HVAC? Any other certifications or qualifications?

A. Well, I was with Carrier for 28 years.

Q. What did you do for them?

A. I was customer assurance rep for five years. Worked as territory manager for about 20 years. Sales manager.

MR. MURPHY: Your Honor, at this time I move Mr. Bailey, move him as an expert in HVAC installation to include not only the system itself but duct work system as well as load calculations, blower door and duct infiltration.

THE COURT: Any questions?

MR. CISA: May I ask just a few questions voir dire.

THE COURT: Certainly.

VOIR DIRE EXAMINATION

BY MR. CISA:

Q. Mr. Bailey, you were a sales manager for Carrier?

A. I was a sale manager with Carrier.

Q. For how long?

A. Three years.

Q. What else did you do for Carrier?

A. I was territory manager. I was also a customer assurance manager, five years. I dealt with customer issues both in design and in mechanical problems, troubleshooting.

Q. Have you ever installed HVAC system?

A. I was a licensed contractor for five years. I owned my own company.

Q. Have you installed HVAC systems?

A. Yes.

Q. In commercial setting or residential setting?

A. Both.

Q. For how long?

A. Five years.

Q. How many residential homes have you installed

HVAC systems?

A. Hundreds.

Q. And when did you last install an HVAC system in the home?

A. I sold my business in 2012.

Q. You worked up until 2012?

A. Uh-huh.

Q. What state were you licensed in?

A. South Carolina.

Q. Where was your business located?

A. Charleston.

Q. What was the name of the business?

A. Rick's Services.

Q. So you feel you're an expert in the field of installation of HVAC systems?

A. Yes.

Q. And now you make money doing consulting work?

A. I do consulting work. I do Manual J load calculations, duct design, comfort troubleshooting. I do energy code test.

Q. Who are your clients? Homeowners or commercial?

A. Mostly I work for contractors, both builders and mechanical contractors. But I do have some homeowner clients as well.

MR. CISA: No objection, Your Honor.

THE COURT: We'll qualify Mr. Bailey as an expert.

MR. MURPHY: Thank you, Your Honor.

DIRECT EXAMINATION CONTINUED

BY MR. MURPHY:

Q. Mr. Bailey, have you had the opportunity to come in contact with Ms. Linda Weddle as well as her husband Derrik?

A. Yes, I have.

Q. When was that, sir?

A. It was last week sometime. I went out and did a duct blast test on their -- one of their rental houses.

Q. And that rental home, is that in Goose Creek?

A. Yes.

Q. Do you recall the physical address?

A. No, I don't.

Q. If I told you 155 Foxborough, does that seem about right?

A. That sounds right.

Q. Besides the duct blast -- tell me this. When you conduct a duct blast, what does that entail?

A. Well, basically it means sealing up all the duct work and pressurizing the duct work and then

measuring the amount of air that is pumped into or out of the duct system with all the registers and grills sealed.

Q. You completed that at the Weddle's rental property?

A. I did.

Q. Did you produce a report?

A. I did.

Q. Mr. Bailey, I'm going to hand you Defendant's Exhibit Number 12.

MR. MURPHY: If I may approach, Your Honor.

THE COURT: Certainly.

BY MR. MURPHY:

Q. Do you recognize that?

A. Yes, I do.

Q. What is that?

A. This is a South Carolina Duct and Enclosure report.

Q. That report, is that the result of the duct blast?

A. It's one of the reports that I submitted back to Mrs. Weddle.

Q. What's the date on that?

A. 9-14.

Q. And you conducted that yourself?

A. I did.

Q. Besides doing the duct blast test, did you inspect anything else inside the house?

A. I made a visual inspection as I was preparing to run the test, and I poked my head up in the attic for a few minutes just to look around.

Q. When you say poke your head up in the attic, what did you inspect in the attic?

A. I just went up there to look and see the location of the unit and the basic condition of the duct system.

Q. What was your opinion of the duct system?

A. It appeared to be pretty acceptable. I noticed that there was some plastic underneath some of the branches and that the insulation on the duct system was pulled overly tight.

Q. When you looked at the insulation on the duct work, could you determine the thickness of the insulation?

A. I could not. We had discussed my coming back at some point to measure the house and do a load calculation and a duct design as well. And at that time when I came back, I had planned to inspect it a little more closely.

Q. So you saw the duct work. Now, the plastic,

did you see anything on the plastic there?

A. No, I did not.

Q. Did you look at the air handler?

A. Not close-up.

Q. When you say not close-up, how far away were you from the air handler?

A. Maybe ten feet. I was maybe ten feet inside the attic and ten feet from the air handler.

Q. So the height of the air handler, you could not testify to that; correct?

A. No.

Q. Downstairs, did you inspect the boots?

A. When I was sealing each of the boots, I looked at them briefly, yes.

Q. When you looked at the boots, did you observe anything with the boots or their condition, how they were installed?

A. I pointed out in several situations that there were gaps around the boots and the sheetrock.

Q. When you say gaps in the boots and the sheetrock, I mean, could you see inside the attic from the boots?

A. I could just -- I stuck my finger up in a couple of them. And they didn't appear to be sealed.

Q. Roughly, how many boots did you do that to?

A. One or two.

Q. Now, with the -- so on at least about one or two boots that you know of, there were gaps that, I guess, let's say bled into the attic?

A. Yeah.

Q. Could that potentially or could that cause problems?

A. That could cause problems.

Q. And what problems could that cause?

A. Well, number one, it induces air into the living space. And when the units are running -- but then also when the unit shuts off, the air-conditioning leaks in the attic that's hot. And when it comes in contact with the cold grill, it can form condensation on the grill.

Q. On your inspection of those boots, did you see any condensation or condensation damage?

A. I saw some mold and -- let me change that. I saw some microbial growth because I did -- I did not test the substance. Not a significant amount. I did also see where someone had been cleaning up some other microbial growth as well.

Q. And that growth was located on the boot or near the boots?

A. Yeah, it was inside the boots and around the

edges and some on the sheetrock.

Q. Do you recall how many boots you saw that growth around or on?

A. Like I said, I had planned to come back and re-inspect it when I came back to do the measuring for the load calculation.

MR. MURPHY: Beg The Court's indulgence.

BY MR. MURPHY:

Q. You were in the attic. And you testified you were about ten feet away from the air handler; correct?

A. Uh-huh.

Q. Did you observe the main trunk?

A. I could see the main trunk, yes.

Q. Did you also observe any of the branches coming off?

A. I could see them, yes.

Q. Do you recognize those photos?

A. Yep.

Q. What are those photos of?

A. These are pictures of the main trunk line with some of the branches attached to it.

Q. Now describe the branches. What's with the branches?

A. They appear to be in good, tight shape. They're well mastic. The insulation, again, is not

part of the manufacturer's spec, which calls for it to be loose and fluffy, not pulled tight and stretched, but other than that, it looks like a pretty clean installation.

Q. With it being pulled tight, if it's pulled tight, could that cause problems?

A. That would cause a reduction in the R-value of the insulation.

Q. When you say R-value, what do you mean by R-value?

A. The R-value refers to the resistance of heat as it travels through the insulation.

Q. If the R-value is decreased, can that have an effect on the system's efficiency?

A. It would cause the system to gain or lose heat at a greater rate than was designed.

MR. MURPHY: I beg The Court's indulgence.

BY MR. MURPHY:

Q. You got the trunk and the arm. The positioning of the arm coming down, shouldn't the arms be parallel?

A. Well, the additional bend in the duct work does create a little bit more of a pressure drop, but if the duct work is sized properly, it should be insignificant.

Q. I think, if I'm not mistaken at this time, you cannot testify to the size of the duct work; correct?

A. Not at this point.

Q. Mr. Bailey, you mentioned some growth in the vent; correct?

A. Yes.

Q. In the gaps; correct?

A. Uh-huh.

Q. Mr. Bailey, when you went around, you looked at all the boots from the interior of the home?

A. Yes.

Q. I'm going to hand you several photos. If you have personal knowledge or if you remember any of those, if you could set those to the side. I know there's several photos.

A. What am I looking for here again?

Q. Well, sir, you testified that you went around and you inspected the boots, correct, in the interior of the home?

A. Yes.

Q. Do you recognize all of those photos or any of those photos that I handed up to you when you inspected?

A. I remember -- I don't remember any specific.

I remember this is what I was in; generally what I was seeing when I was there.

Q. What do those photos show?

A. They show some microbial growth around the edges of the boots, on the sheetrock and up in the boots themselves. Tape around the edges of the boots. Some gaps. You can see some where the boot started to separate in the corner. You can see some of the framing around the boots.

Q. Mr. Bailey, I'm just going to add one more photo.

MR. MURPHY: Your Honor, I would like to collectively mark Defendant's Exhibit -- instead of doing these individually, I would like to collectively mark it as number 13, your Honor.

THE COURT: How many photographs do you have?

Any objection, Mr. Cisa?

MR. CISA: I have an objection on the basis this witness didn't take the photographs. He has 24 boots. We don't know if it's 24 pictures of one boot or 24 pictures of two boots, 24 pictures of ten boots. It's all speculative.

He says generally -- he testified earlier that he found two boots where he saw where they needed to be sealed. And I think he saw two boots with

micro -- some kind of micro growth. I would object this witness has not laid a sufficient foundation. There's not 24 boots in the house.

THE COURT: I agree. I don't think it's been properly substantiated as far as the photographs from this witness. He did testify he saw it generally but not specifically as far as those photographs. You might be able to get it in with another witness.

MR. MURPHY: Your Honor, if I may; if I can take this back.

BY MR. MURPHY:

Q. Mr. Bailey, if you can look through those, if you specifically remember a boot that you can say personal knowledge that you saw, if you could set that aside.

A. I saw several. In fact, it didn't appear that any of the boots was sealed properly. That was just from visually looking at it below.

There were a couple of boots that I was able to put my fingers between the sheetrock and the boot. It's difficult when you have pictures that are this close to be able to tell what the location is. And I certainly can't remember what each boot looked like over a week-and-a-half ago.

Generally, this is the condition of the boots

that I saw when I was there; that there's some microbial growth around the edges of the boots, around the sheetrock. Most of it had been cleaned up at the time when I was there. There was still some signs of microbial growth. Some microbial growth. Evidence of leakage. So on, so forth.

To identify which boots are in these pictures, they're just too close to be able to identify them.

MR. MURPHY: Your Honor, I would move again to move it into evidence.

THE COURT: Same ruling. I'm not going to put it in through this witness.

MR. MURPHY: I'm going to set these aside, collectively put them here.

THE COURT: Put those identified as Defendant's exhibit for identification.

MR. MURPHY: Yes, sir. I'm going to put those --

THE COURT: Consisting of 24 photographs. And you can come back to those, if you wish.

MR. MURPHY: Yes, Your Honor.

BY MR. MURPHY:

Q. We got into the photos. This was previously identified as Defendant's Exhibit Number 12 and, again,

you recognize that. You conducted that test; right?

A. Yes, I did.

MR. MURPHY: Your Honor, at this time I move Defendant's Exhibit 12 into evidence, Your Honor.

THE COURT: Mr. Cisa.

MR. CISA: Judge, I don't think he -- I object. I don't think he's laid a proper foundation. He says it's a test. We don't know -- he says it was a, I think, a duct blast test. He hasn't testified as to his findings or anything else. I would object to it.

THE COURT: Probably need to explore that a little bit more if you want to put it into evidence.

MR. MURPHY: Yes, Your Honor.

BY MR. MURPHY:

Q. On the Weddle's residence, you did a duct blast test?

A. Yes.

Q. Tell Judge Van Slambrook what did you do for that duct blast test and how did you conduct it.

A. To conduct a duct blast test you -- none of the grills were present so I classified this as a duct test at rough ends since there were no grills present.

I tape sealed each of the grill openings; in other words, I put mastic tape -- I mean duct tape over

each opening to cover each of the boot openings. I then taped the return on the opening and connected my duct blaster fan to the return opening. I depressurized the duct system.

And with my instrumentation, I'm able to calculate the amount of air that is flowing from the duct system with all the grills sealed. That number is used to perform a code test, and it's rated ICFM per hundred square feet of leakage. It's also rated in total CFM as well.

I depressurized the duct work to 25 Pascals and measured the flow.

Q. That test you just described, did you do that on the Weddle's residence?

A. I did.

Q. Did that produce any report?

A. It produced one report -- two reports. This is a South Carolina Duct Envelope Enclosure, a report which would be submitted as part of a permanent completion, job completion per code.

The results were 8.1 CFM per hundred square feet. If this were a new system and required by code to meet at a certain level, it would have to meet at six CFM per hundred square feet, which this particular system exceeds that six CFM per hundred square feet.

Q. When you said exceed, it would not be acceptable under current code?

A. It would not be acceptable under current code.

Q. When you say current code, what do you mean?

A. 2009 Energy Code, which was adopted in 2012.

MR. MURPHY: Your Honor, at this time -- that report, Defendant's Exhibit Number 12, that was produced based on the results of the --

BY MR. MURPHY:

Q. -- on the Weddle house duct blast?

A. That's correct.

MR. MURPHY: Your Honor, I move Defendant's Exhibit 12 into evidence.

MR. CISA: The only objection, I note he said the applicable code was adopted in 2012. He didn't say whether or not the code was in effect at the time that my client made the installation.

THE WITNESS: It was not in effect.

MR. CISA: Well, the code wasn't in effect at the time my client had made the installation, this report wouldn't have any application. So I would object to it.

THE COURT: I'll allow the report. He substantiated the basis for the test and the

parameters. I'm sure you'll point out again on cross the applicability of the code or the necessity of the code as it pertains to this matter.

I will allow it and admit it over the Plaintiff's objection.

(DFT. EXH. 12, South Carolina Duct Envelope Enclosure, was received into evidence.)

BY MR. MURPHY:

Q. Defendant's Number 12, you mentioned CFM 8.1. What else does that report state?

A. It indicates a total leakage of 113 CFM at 25 Pascals, which indicates how much the duct system is leaking.

Q. 113 CFM.

A. 113 CFM. And at 25 Pascals.

Q. What does that mean? You mention leakage.

A. 25 Pascals is a measure -- it's like PSI. Pascals is a much smaller pressure. That is what is required by code as the test pressure. So it's close to maybe not exactly the operating pressure of the duct system but it's close to, and it would indicate the amount of air that would leak from the system while the system was running. The majority of that leakage is probably confined to around the boots.

Q. You mentioned the 2009 code and then 2012.

When did the code change?

A. The code actually went into effect late in 2012. Right around the end of the year I think is when the code actually went into effect -- I'm sorry. The first of the year. 2012 is when the code went into effect.

Q. What was that, sir?

A. I think it was the first of the year, 2012 is when I think the code went into effect, is when South Carolina adopted this code.

Q. You testified the code was earlier and then late 2012. Since you've had time to reflect on when the code was in enacted to the best of your recollection -- I'm sorry. When was the code enacted?

A. I'm trying to remember exactly. I can't remember if it was the end of the year or the first of the year. It was 2012.

Q. Code was enacted in 2012?

A. I think it was the very end of 2012 is when it was enacted. It would've started in 2013.

Q. Prior to that code being enacted that we're talking about, 2012, was any code in place that you have knowledge of?

A. Not that stipulated any type of duct leakage requirements. There were codes in place, but they

didn't stipulate any testing or any leakage allowances.

Q. The code that was enacted in 2012, with the understanding right now unsure when the code was enacted -- either late 2012 or early 2012 -- based on the 2012 code, that duct blast, anything out of the code or any problems not following the code I guess?

A. I have not had a chance to inspect the duct system. It was hearsay that it was not properly insulated. I didn't see any code violations per se.

Q. With that duct blast report per the 2012 code, any variance or any exceeding what's required of the 2012 code?

A. The form stipulates what the allowable leakages are.

Q. It's on the form?

A. It's on the form here. This particular test, like I said, I went with the rough end because there were no grills in place. So I tested as a rough end duct system with air handlers in place. And the allowable leakage is 6 CFM per 100 square feet.

MR. MURPHY: Thank you, sir. Your Honor, at this time I have no further questions.

THE COURT: Mr. Cisa.

MR. CISA: Thank you, Your Honor.

CROSS-EXAMINATION

BY MR. CISA:

Q. Mr. Bailey, as I understand your testimony, you said you inspected the boot from underneath; correct?

A. I looked at them, yes.

Q. From underneath?

A. Right.

Q. In other words, you're standing in the house and you're looking up at the vent?

A. Right.

Q. And you say you saw at least one or two that didn't look like it was properly sealed; correct?

A. I said none of the boots appeared to be properly sealed. There were a couple that I could actually put my fingers up into the space between the boot and the sheetrock.

Q. You examined only the boot from underneath; correct?

A. Correct.

Q. You didn't examine the boot to see if they were sealed?

A. I stuck my finger up into at least two of them and felt nothing. Didn't feel anything above the sheetrock was doing any sealing.

Q. How many boots were in this house?

A. I did not count them.

Q. You found two where you stuck your hand in underneath where it didn't seem like it was properly sealed from the attic; correct?

A. That's correct.

Q. Is there anything wrong with sealing boots from the attic?

A. No, as long as that's sealed.

Q. When you went up there to look at the duct work, the mastic looked good; correct?

A. The mastic looked good.

Q. Anything wrong with sealing the boots from the attic space with mastic?

A. Sealing the boots to the sheetrock with mastic?

Q. Yes.

A. I don't think that's a standard practice. It could work. Problem is that normally the gaps between the boot and the sheetrock are going to be greater than the mastic will be able to fill.

Q. If I can seal the boot with mastic from above, there's nothing wrong with doing it that way; correct?

A. Not that I'm aware of.

Q. Mastic is used to seal; correct?

A. It's typically used to seal small leaks, yes.

Q. If you found two boots where you reached your hand up and you say they weren't properly sealed, how would you properly seal the boots?

A. The standard practice is to caulk around the boot so that it's sealed between the sheetrock and the boot itself.

Q. And how long would it take to seal two boots with caulk?

A. With caulk, maybe ten minutes.

Q. So the only problem with the two boots that you found that you didn't think were properly sealed, you could remedy that problem with caulk in about ten minutes of effort?

A. I could have.

Q. Yes, sir, or somebody could have.

A. Somebody could have. Well, it depends on the gap but, yeah, somebody could have sealed each of the boots.

Q. In about ten minutes?

A. In about ten minutes.

Q. Now, you said when you were in the attic you got within about ten feet of the air handler; correct?

A. That's correct.

Q. You didn't go up and examine in the air

handler?

A. No.

Q. Now, you talked about the duct blast test that you did?

A. Yes.

Q. Let me make sure I understand what a duct blast test is. I think I got it. I may not have it. Correct me if I'm wrong.

A. Sure.

Q. It's my understanding what you do from inside the house, all of the registers or vents -- is what I call them -- are removed off?

A. No.

Q. That's not correct?

A. They were already removed.

Q. They were removed when you were there?

A. Right.

Q. And what you see is the boot?

A. Right.

Q. And it comes down and feeds from the duct work so you can disperse air throughout the unit or the residence; correct?

A. Correct.

Q. So what you do is you seal all of those holes, those vent holes; correct?

A. You seal around the edge of the sheetrock to the boot itself. The boot itself is a change in the duct system that allows you to match it to a hole in the sheetrock and then be able to put a grill into that boot that will distribute the air into the room.

Q. I'm trying to figure out what you're sealing. Are you sealing where the air comes out of the vent?

A. You're sealing around the edge of the boot so air from the attic can get into the conditioned space. So you want to seal where the boot comes to the sheetrock. You want to seal that edge around that boot to the sheetrock.

Q. Make sure I understand. Let me draw something for you and maybe you can help me this way. If you have a vent and you take the vent off, that would be looking straight up at the vent exactly like this?

A. Uh-huh.

Q. So did you seal this space where the air comes out?

A. Now, you seal around the edges.

Q. Seal around it like that?

A. Right.

Q. And then you take air and you infuse it into the return for your test?

A. For my test, when I seal the opening, I use a grill mask, which is basically a big piece of tape and I tape over the opening.

Q. This opening?

A. Yes.

Q. That's what I'm getting at. You boxed this opening up?

A. Right.

Q. And then what you do is you take air and you force air in through the return; correct?

A. I did a negative pressure test. I'm actually pulling air out of the duct system to negatively pressurize the duct system.

Q. The system that you're testing, it goes all the way from the return to the sealed vent, but it also travels through the air handler; correct?

A. Uh-huh.

Q. Did you check the cabinet of the air handler to see if there was any leaks in the air handler?

A. No.

Q. If there was a leak in the air handler because somebody had loosened it up, there would be air flowing from the attic into the system; is that correct?

A. In some cases the air handler can be the

leakiest part of the system. It's my job to test the system as a whole.

Q. You didn't differentiate between the boot and the air handler; correct?

A. No, I did not.

Q. Who did you meet out there on-site?

A. I met Mr. and Mrs. Weddle.

Q. Did you talk to them and ask them how much they had maintained or how they had maintained the unit over the past three-and-a-half years?

A. No, we talked about the specific issue they were having with the system. And I was there to diagnose the problem, what was causing it.

Q. Did you talk with the Weddles about any work they had done on the system after Mr. Sires installed it three-and-a-half years ago?

A. We had some discussion about some other contractor or who had been out there to check the system, specifically Pardee, and maybe one other or two others.

Q. Did they tell you that some other contractor worked on the system besides Mr. Sires?

A. No.

Q. Is it important to maintain the HVAC system?

A. Yeah.

Q. How often should you maintain it?
A. Well, you should replace your filter monthly. Some manufacturers recommend twice a year having a maintenance person on the equipment itself.
Q. Does that maintenance mean checking out freon, checking out the coils, make sure they are cleaned?
A. Yep.
Q. Does it include the cabinet on the air handler to make sure it's tight?
A. It should.
Q. If it's not tight, air can pass from the attic into the air handler, and it can affect your duct pressure test; correct?
A. Absolutely.
Q. You didn't check the air handler; right?
A. No.
Q. If you don't properly maintain your system, then you can get this micro -- I'm having trouble with this word.
A. Microbial growth.
Q. Microbial growth; correct?
A. Most systems will have some microbial growth even if they're maintained.
Q. The microbial growth that you saw when you

examined the Weddles' house, is that more than you would normally expect?

A. It looked like it could've been extensive. But someone was cleaning it up. It was apparent that someone was cleaning it up as it would appear.

Q. Did it look fairly normal to you?

A. It looked like an older system might would look, yes. The dripping in the attic would be more of a concern to me, which was evident by the plastic underneath the duct work.

Q. Do you know who put the plastic under the duct work?

A. No.

Q. You said that, based upon your observations of the duct work, it looks like a clean installation?

A. Yes, mastic was good. Uh-huh.

Q. The duct system seemed acceptable; correct?

A. Yeah, looked to be in fairly good condition.

Q. And you didn't see any code violations with it; correct?

A. I did not see any code violations.

Q. And you said that the code that you did apply to your duct test, you believe that it was adopted the end of 2012 and came into effect in 2013; correct?

A. That's what I believe were the dates.

Q. It wouldn't haven't been in effect at the time Mr. Sires' company did the installation back in March 2012; correct?

A. Correct.

Q. Can you tell me what causes this microbial growth that you talked about?

A. Moisture. There's three things that can grow mold or microbial growth. Those three things are -- you have to have three things present to have it. One is food source, which is just about everything that a house is made of.

The second one is mold spores or spores which are present everywhere.

And the third one, and the only thing that we can control is the moisture. To start microbial or mold growth, you need 80 percent saturation for 40 hours.

Q. Can you tell me what was causing this microbial growth in the Weddle house when you looked at it?

A. I can tell you what my opinion is. Until I do another test, I can't tell you definitively what it is.

Q. I don't want you to guess. I don't want to guess.

A. Okay.

Q. Are you in a position to state an opinion within a reasonable degree of certainty, most probably what caused the microbial growth?

A. Yes, with a great degree of certainty. I can tell you that it's most likely -- it's the attic air leaking in around the edges of the boots. When that attic air comes in contact with the cold grill, it's going to condensate water just like a cold blast of ice tea will on the table. That water is wicked up by the sheetrock and insulation around the edges of the boot. That's what causes the moisture, and the moisture brings about the growth.

Q. That could be solved with about ten minutes worth of caulking for every two boots; correct?

A. Uh-huh.

Q. Pretty simple fix, isn't it?

A. That's one cause, yes. The dripping of the duct work, in my opinion, is being caused by the insulation being pulled too tightly. It shouldn't be. It should be fluffy. The manufacturer calls for two-and-a-half inches of space under the foil to get proper insulation.

And then it could also be a result of undersized duct work, which causes the air flow on the

system to be leaking, making the air colder than it should be. And since the insulation is compressed, that will cause the surface of the duct system to reach dew point in the attic.

Q. Did you measure the duct to see if it was properly sized?

A. I did not. I was actually told I would be back to measure the house and do a load calculation and a duct design at another time.

Q. How about if you had a dirty filter in the return? Would that cause excessive moisture?

A. That would cause lower flow, which could cause the temperature of the air to decrease as well.

Q. Causing moisture or dripping; correct?

A. Causing the surface of the duct system to get colder than it should.

Q. If the coil in the air handler got excessive dirt on it, not cleaned, that would affect the air flow as well. That could affect the air flow and result in dripping or condensation on the duct; correct?

A. Uh-huh.

Q. If you don't maintain that part of your system, that could be a cause of the dripping or condensation with the duct work; correct?

A. Yes.

MR. CISA: I don't have anything further, Judge. Thank you, sir. I was trying to get us out of here.

THE COURT: Yes. Mr. Murphy.

MR. MURPHY: May it please The Court. Briefly, Your Honor. If I may ask some follow-up questions and we'll be through with this witness.

THE COURT: Is it your intention when we resume at some later time to bring this witness back?

MR. MURPHY: Not at this time or we can stop. I'll leave it at your discretion, Your Honor.

THE COURT: Thoughts, Mr. Cisa.

MR. CISA: If he's only going to be a couple minutes, I would say let him do it so we can finish. Whatever you want to do, that's fine with me. If he wants to ask a couple questions, he was pretty thorough on direct.

THE COURT: Mr. Murphy.

MR. MURPHY: At this time, I think it is a good stopping point. My redirect may go into a little bit more detail that may extend the time, Your Honor.

THE COURT: All right. What's going to happen if we don't finish him up here, you can't talk to him. Your client can't talk to him. He can't do any follow-up testing --

MR. MURPHY: Yes, Your Honor.

THE COURT: -- that would result in anything else. Understand?

MR. MURPHY: Yes, Your Honor.

THE COURT: We reached that breaking point now. Mr. Cisa.

MR. CISA: I was going to say, if we could, we could probably do a conference call tomorrow with your scheduling secretary --

THE COURT: Darcinia or Susan relative to rescheduling.

MR. CISA: Does that suit you?

THE COURT: Absolutely. Try to get it on the books as soon as we get some time. I'll make sure there's some time available.

Mr. Bailey, you're considered still on the stand, okay.

THE WITNESS: Okay.

THE COURT: Can't talk to these folks and so forth. Can't talk to any of the parties. Can't talk to any of the lawyers, as if you were taking a 10-minute break. We are going to take a little bit longer one; going to be maybe ten days or more.

THE WITNESS: Okay.

THE COURT: No discussion with them. The

lawyers know the rules. I'm telling the parties the rules, and that includes anybody else that might be talking to him on your behalf. I'm not saying they're doing it on evil intent. If you'll be aware.

When you come back, I'm probably going to ask you did you talk to anybody about this case. I expect you to say no.

THE WITNESS: Yes, sir.

THE COURT: Good deal. You can step down. Mr. Murphy will let you know when you got to be back here.

MR. MURPHY: Yes, sir.

THE COURT: Thank you gentlemen. I appreciate it. I'll talk to y'all possibly tomorrow or first thing next week to make sure that we get it rescheduled.

(The hearing was concluded at 4:56 p.m.)

CERTIFICATE OF REPORTER

I, Lora McDaniel, Registered Professional Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript is a true, accurate, and complete record.

I further certify that I am neither related to, nor counsel for, any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 13th day of March, 2017 at Spartanburg, Spartanburg County, South Carolina.



Lora L. McDaniel,
My Commission expires:
August 9, 2026

I N D E X

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(DFT. EXH. 2, 3, 5, 6 were not introduced.)

(PLF. 1 through 4 and DFT. 1, 4, 7, 11 marked in previous excerpt.)

(1)

155 Foxborough Dr. Hvac quote

18 messages

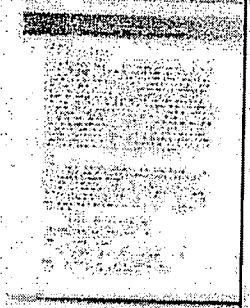
Clint Sires < clintsires@gmail.com>

CAROLINA COMFORT SPECIALISTS LLC < abygailsires@att.net> Wed, Dec 7, 2011 at 11:17 AM
Reply-To: abygailsires@att.net
To: clintsires@carolinacomfortspecialists.com
Cc: clintsires@gmail.com

Your message is ready to be sent with the following file or link attachments:

img003

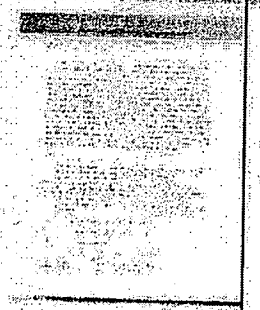
Note: To protect against computer viruses, e-mail programs may prevent sending or receiving certain types of file attachments. Check your e-mail security settings to determine how attachments are handled.



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Clint Sires < clintsires@gmail.com>
To: Derriksden@yahoo.com Wed, Dec 7, 2011 at 2:12 PM

[Quoted text hidden]



img003.jpg
87K

Derrik Weddle< derriksden@yahoo.com>
To: Clint Sires <clintsires@gmail.com> Wed, Dec 7, 2011 at 6:45 PM

Hi Clint,
Thanks for the estimate. Beth really liked you for your style. She appreciates honesty and professional feedback with a good demeanor. We had not expected to invest over $9,000 for a 2 1/2 ton unit with new hard pipe ducting. What brands are you a contractor for and can get a reasonable discount that you can

pass on to your customer? On a rental property we can not justify the cost of the Trane. We had not realized that it was so expensive to install a Trane. Can you please tell us how much you figured the installation of the duckwork cost so that we can establish a base line for a 2 1/2, 13 seer unit. We need a breakdown of the total individual project cost and labor. We hope that you can accomodate us with our request.

Sincerely yours,
Rick and Beth Weddle

— On **Wed, 12/7/11, Clint Sires** <*clintsires@gmail.com*> wrote:

> From: Clint Sires <clintsires@gmail.com>
> Subject: Fwd: 155 Foxborough Dr. Hvac quote
> To: Derriksden@yahoo.com
> Date: Wednesday, December 7, 2011, 11:12 AM
> [Quoted text hidden]

Clint Sires< clintsires@gmail.com>
To: Derrik Weddle <derriksden@yahoo.com> Sat, Dec 10, 2011 at 2:54 PM

Sorry for the delay in getting back with you. You can still have the quality of a Trane unit and save 600.00 by not having the 10 year labor warranty. Or I can save you 800.00 if you don't want 100% hard pipe for the duct system. There is cheaper options for equipment but they don't offer the 10 year labor warranty. Please let me know if you would like me to quote this project with another piece of equipment.

Thanks Clint Sires

[Quoted text hidden]

Derrik Weddle< derriksden@yahoo.com>
To: Clint Sires <clintsires@gmail.com> Sat, Dec 10, 2011 at 4:16 PM

Hi Clint,
Beth and I are not looking for some cheap inferior equipment for our change-out at Foxborough. In your opinion what would you recommend as far as another piece equipment if we opt not to have the Trane installed? We understand that the ducting is driving the cost upward and the 10year labor warranty will add on to the estimate. But, please keep in mind that right behind the Foxborough change-out, we are facing another change-out here on Ryan's Bluff and cost has to be considered. Clint, see what you can come up with that will accomplish our goals on this project leaving us with a good piece of equipment and a substantial warranty for protection. As far as the ducting at this time leave it stat.
Thanks again, Rick and beth Weddle 767-4096

— On **Sat, 12/10/11, Clint Sires** <*clintsires@gmail.com*> wrote:

> From: Clint Sires <clintsires@gmail.com>
> Subject: Re: 155 Foxborough Dr. Hvac quote
> To: "Derrik Weddle" <derriksden@yahoo.com>
> Date: Saturday, December 10, 2011, 11:54 AM
> [Quoted text hidden]

Clint Sires< clintsires@gmail.com>
To: Derrik Weddle <derriksden@yahoo.com> Sun, Dec 11, 2011 at 11:51 AM

I can install a Tempstar 2.5 ton 13 seer split system which is the same thing as a Heil system. This is a middle of the road unit with a 10 year parts and compressor warranty. This unit will not have the 10 year labor warranty. This unit would cost 8,200 installed. Let me know if you have any more questions thanks Clint I
[Quoted text hidden]

Clint Sires < clintsires@gmail.com>
Draft To: Derrik Weddle <derriksden@yahoo.com> Mon, Dec 12, 2011 at 10:12 PM

I can install a
[Quoted text hidden]

Clint Sires < clintsires@gmail.com>
To: Derrik Weddle <Derriksden@yahoo.com> Mon, Dec 12, 2011 at 10:48 PM

---------- Forwarded message ----------
From: Clint Sires
Date: Sunday, December 11, 2011
Subject: 155 Foxborough Dr. Hvac quote
[Quoted text hidden]

Derrik Weddle< derriksden@yahoo.com>
To: Clint Sires <clintsires@gmail.com> Tue, Dec 13, 2011 at 12:01 PM

Hi Clint, Thanks for the new quote. Beth and I will discuss it over. Clint, are you familar with the American Standard HVAC systems and are you able as a dealer to purchase the American Standard line? I know we have a lot of questions, but the more info I have the more educated decision I can make. Sincerely, Rick Weddle

— On **Mon, 12/12/11, Clint Sires** <*clintsires@gmail.com*> wrote:

> From: Clint Sires <clintsires@gmail.com>
> Subject: Fwd: 155 Foxborough Dr. Hvac quote
> To: "Derrik Weddle" <Derriksden@yahoo.com>
> Date: Monday, December 12, 2011, 7:48 PM
> [Quoted text hidden]

Clint Sires< clintsires@gmail.com>
Reply-To: Clint Sires <clintsires@gmail.com> Wed, Dec 14, 2011 at 6:31 PM
To: Derrik Weddle <derriksden@yahoo.com>

I could get the American standard equipment but it is identical to Trane so im not a dealer of American Standard. Price will be identical. Thanks Clint
Hi Clint, Thanks for the new quote. Beth and I will discuss it over. Clint, are you familar with the American Standard HVAC systems and are you able as a dealer to purchase the American Standard line? I know we have a lot of questions, but the more info I have the more educated decision I can make. Sincerely, Rick Weddle

— On **Mon, 12/12/11, Clint Sires** wrote:

> From: Clint Sires
> Subject: Fwd: 155 Foxborough Dr. Hvac quote

— On **Mon, 12/26/11, Clint Sires** <*clintsires@gmail.com*> wrote:

> From: Clint Sires <clintsires@gmail.com>
> Subject: Re: 155 Foxborough Dr. Hvac quote
> To: "Derrik Weddle" <derriksden@yahoo.com>
> Date: Monday, December 26, 2011, 4:32 PM
> [Quoted text hidden]

Clint Sires< clintsires@gmail.com> Thu, Jan 19, 2012 at 7:00 PM
Reply-To: Clint Sires <clintsires@gmail.com>
To: Derrik Weddle <derriksden@yahoo.com>

Hey Rick, I hope all is well. Trane does have a scroll compressor. As gat as Trane having a problem that is news to me. The only problems that I have run into is when the equipment is installed the Txv was heated to hot when soldering the refrigerant lines in. I wrap valve with a wet rag to prevent valve from getting to hot. As far as Carrier goes it is basically the same thing as Tempstar. Hopefully this will help you on your decision,I look forward to doing business together.
Thanks Clint
Hi Clint,
I hope to begin the changeout at Foxborough this month and hopefully Ryan's Bluff in Febuary. A couple of more questions. 1. Does the Trane unit have a scroll compressor? 2. What is your opinion of Carrier and do you install this unit? 3. I noticed on Trane models that you dealers are questioning the position of some relief (expansion) valve and wanting the factory to redesign the configuration because of problems that you are experiencing in the field with down time of the units. Do you know about this existing problem and do you have a remedy? Hope you had a great holiday! Thanks for your patience. Rick

— On **Mon, 12/26/11, Clint Sires** wrote:

> From: Clint Sires
> Subject: Re: 155 Foxborough Dr. Hvac quote
> To: "Derrik Weddle"
> [Quoted text hidden]

Derrik Weddle< derriksden@yahoo.com> Sat, Jan 21, 2012 at 8:26 PM
To: Clint Sires <clintsires@gmail.com>

Hey Clint,
Thanks for the info. I have heard good remarks concerning the carrier and their website seems very obliging if you have a problem. Now, I would like you to breakdown the prices for the labor and the parts. Please give me the serial and model numbers for both the outside unit and the indoor air handler. Finally, give me best price that you absolutely can and include any rebates factory/senior citizen/military discount and any discounts that are presently being offerd by your company. I think we can work together. Rick

— On **Thu, 1/19/12, Clint Sires** <*clintsires@gmail.com*> wrote:

> From: Clint Sires <clintsires@gmail.com>
> Subject: Re: 155 Foxborough Dr. Hvac quote
> To: "Derrik Weddle" <derriksden@yahoo.com>
> Date: Thursday, January 19, 2012, 4:00 PM
> [Quoted text hidden]

Derrik Weddle< derriksden@yahoo.com> Fri, Jan 27, 2012 at 5:40 PM
To: clintsires@gmail.com

Hi Clint, Have not heard from you. Are you still wanting to work with me. Let me know. Rick
[Quoted text hidden]

Clint Sires < clintsires@gmail.com> Fri, Jan 27, 2012 at 6:55 PM
To: Derrik Weddle <derriksden@yahoo.com>

Sorry For the delay in getting back with you. Which unit do you want to go with? When I receive that information from you I can get you the model and serial numbers for the equipment, and give you the best deal that I can.
As always thanks Clint Sires
[Quoted text hidden]

CAROLINA COMFORT SPECIALISTS

heating · cooling · indoor air quality

Servicing all Brands of Equipment

March 7, 2012
Re: 155 Foxborough Dr. HVAC quote

This quote is to remove existing 2.5 ton split heat pump and install a new Trane model 2.5 ton split heat pump. I will replace the indoor and outdoor units and all new refrigerant pipes and drain lines. All of these lines will have to go up exterior wall and enter through the sofet of the house. The lines will be covered with a cover that will look like a gutter. I will also replace the electrical disconnect box for the outdoor unit and install a new electrical whip to the outdoor. At the indoor unit I will install a new platform and drain pan which will be galvanized and coated with a spray in liner to prevent pan from rusting. The air handler will sit 6 inches out of the drain pan which will allow better slope on the condensate lines and will allow me to seal the duct connections at the equipment properly. I will also replace all duct work in the attic. All duct work will be 100% hard pipe with no flex duct work at all. I will install all new boots and grills, all boots will be sealed from the attic with foam fill. I will also cut in a new return in the hallway ceiling which will be a 20x25. All metal duct work will be sealed with mastic tape then insulated then stapled. Then all seems of the insulation will be taped with duct tape then masticed which is the white coating that goes on top of the insulation. All work above will be done per the manufacture specifications and local codes.

Notes:

**** I will not be responsible for sheet rocking over the existing 20x20 hole in the wall in the foyer.
**** I will not be responsible for making the condenser stand larger in the back yard.
**** There is cheaper options of equipment just not as good of warranty.
**** remember the other quotes that you got where not with all hard pipe which is slot more labor intense.
**** Trane contact number is 843-266-6696 and there are no rebates thru Trane at this time.

Total installed with the Trane 13 seer xb model: 9,000
10 year parts, labor and compressor. Model# 4twb3030a1000b
Model# of air handler gam5a0b30m21sa
T-Stat Model Honeywell Pro 5000

If this quote is accepted please sign _____ _____
_____2012
PAYMENT WILL NEED TO BE PAID THE DAY OF COMPLETION IN FULL!!!

If there are any questions please call me directly at 843-364-4247.
Thanks Clint Sires with Carolina Comfort Specialists LLC.

(3)

PUNCH OUT

Carolina Comfort Specialists
1967 Vestry Dr
Charleston, S.C. 29414 364-4247

Project site:
155 Foxborough Rd
Goose Creek, S.C.29445

Below is a list of discrepancies found during the walk through after completion of HVAC removal and replacement including ductwork contracted by Carolina Comfort Specialists.

Outside Stand

$106.00 was spent on outside stand to accommodate outside unit per specifications given by Carolina Comfort Specialists. It was built with the sole purpose to support the new unit and alleviate and prevent flood water, dirt and debris and damage from lawnmower. It was to be placed where rainwater from runoff from the roof would not come in contact with stand and unit and back legs near house was not suppose to be put in the rain gulley-washout area. The stand needs to come out further from the house and elevated at least another 24inches up from ground level to top of platform.

Interior platform for air handler

We were told that a new piece of regular plywood would be installed and that a new support system to hold the new platform would be fashioned from new wood. This was not done according to our conversations. You used cheap OSB plywood and attached it to the old 2x4's which have been in the home since 1973. Current support system (OSB and 1973 2x4's) that you fabricated together to support the new air handler is not acceptable. The new support system should have at least minimum a new ½ or 3/4 inch plywood and new 2x4's or 2x6's to support the new plywood platform installed.

Interior boots and vent covers

Three of the vent covers have been pulled and examined. No more was pulled until you were there to personally inspect the workmanship. Upon investigation I found:

1. With A/C turned on the cold air was escaping back up on the sides of the boots.
2. Boots do not extend down far enough down to be flush or almost flush with ceiling. Boots are improperly fitted to hole.
3. Only a sparse amount of caulking was use on the ducts and only on one side.
4. The crew used roofing nails instead of screws to secure boot and nails heads are bent.

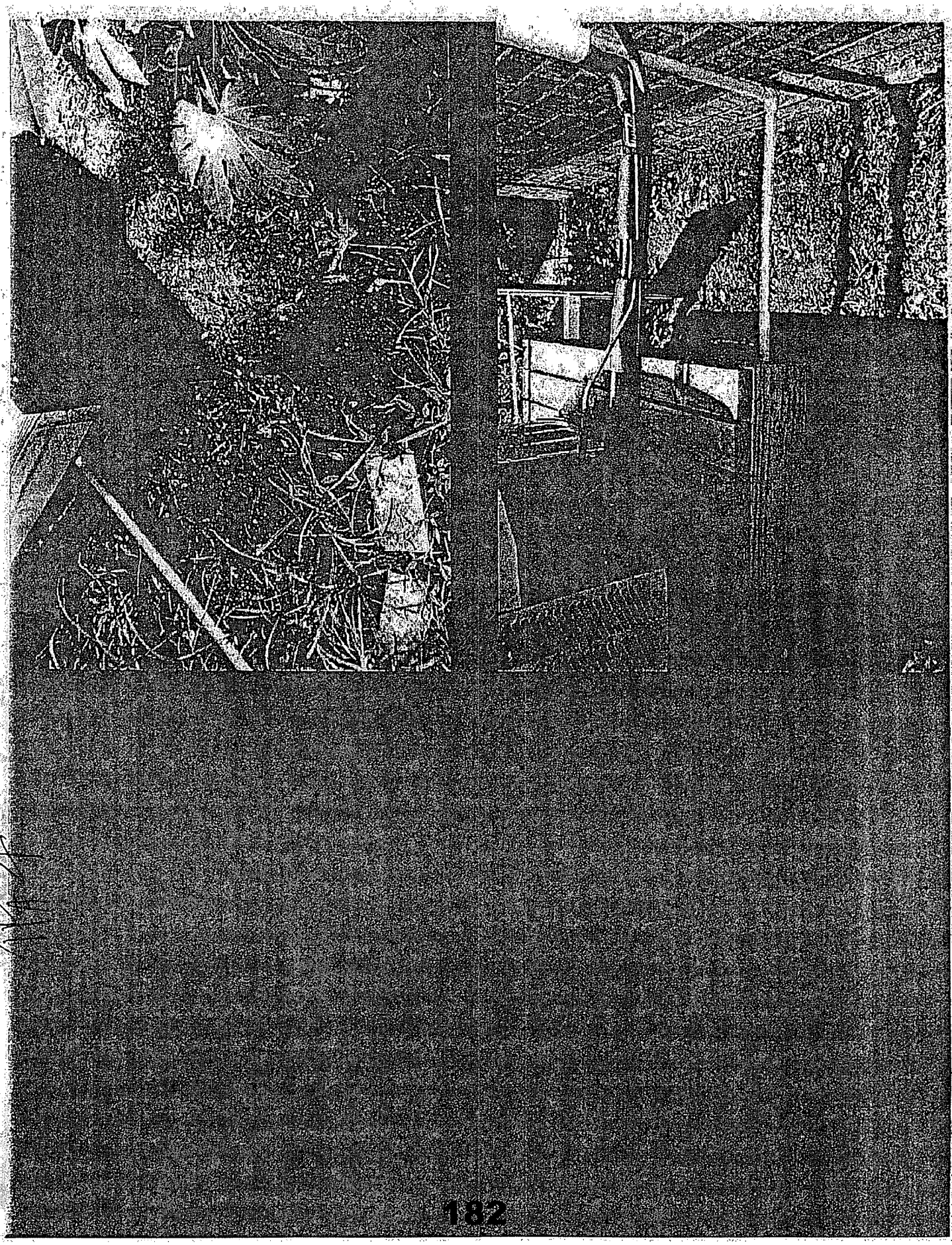
5. Some screws that hold vents were loose and not apparently firmly attached to any sub structure.
6. Note: We were told by you that after the boots were installed that they would be either caulked or foamed around the edges to prevent upward air leakage. The installation is poor and no installation was put around the edges.

ATTIC DUCT INSTALLATION

The majority of the duct installation problems are located behind the air handler where the back bedrooms, hall, vanity and bathrooms are located.

1. We explained to you that this home is situated on a slab. All future electrical and plumbing upgrades would have to be redirected and routed through the attic. You agreed that the best approach was to run the ductwork overhead suspended from 6-12 inches in a downward mode from the roof which would give more access to any future HVAC service or repair and give ease of future access for plumbing and electrical contractors. This was not done. At the present there is absolutely no access anywhere after you pass the air handler. I can not even attempt to get back there. There is no longer any access to that portion of the house due to pipe height. I can not get under it or over it. My wife was able to at least get to the master bedroom and bathroom. This is her observations from the limited area she was able to get to.
2. Boots are crammed into that make them completely unserviceable. Mastic was only applied down to the insulation- Insulation was not pulled back for complete application of mastic.
3. Where ductwork enters master bath there approximately 5" slit in insulation and bare pipe is visible.
4. Duct work to master bedroom and bath are so congested they can't even be serviced.
5. Duct work is so jammed and crammed in a 2x4 area on two sides- can't see even how they are supported.
6. Insulation is so compacted is has negated the existing R factor.
7. We are worried about the duck work wicking into existing areas.
8. 2x6 that was cut for access for ducting in front of air handler was not cut our properly leaving ductwork crammed tight against one side.
9. Old hole from old return has been left open to accumulate fallen debris and creating a possible human hazard.
10. Former PVC drain pipe was cut and left exposed to be trampled and collect debris. It was nor sealed or removed.

Clint, I believe that all of these problems you created and should be corrected on your part. If you have any better ideas and solutions to solve our problems we will listen. I would like to have these problems corrected at your earliest convenience so that we all can move on and wrap up this project.



AP #5

Service Experts
HEATING & AIR CONDITIONING
ServiceExperts.com

1052 Belgrade Avenue
P.O. Box 31811
Charleston, SC 29407
For Service: 843.766.9001
Fax: 843.766.4177

Gene Pardee
ZONE MANAGER
1052 Belgrade Avenue
Charleston, SC 29407
Gene.Pardee@ServiceExperts.com
P 843.766.9001 m 843.514.8829
F 843.766.4177
Heating
Air Conditioning
Plumbing
Duct Cleaning
Attic Insulation
Indoor Air Quality
LIC #M105163

Customer Name: DENNIS GERDES
Street Address: 155 EVESBOROUGH DR
City: CHARLESTON State: SC Zip: 29414 Email:
Home Phone: 767 6090 Work Phone: (843) 532 2551
Service Address:

INVESTMENT AGREEMENT

Was possible asbestos observed? ○ Yes ○ No — Has the customer been informed of their responsibility to remove it? ○ Yes ○ No
Were possible microbes observed? ○ Yes ○ No — Has the customer been informed of the possible presence of microbes? ○ Yes ○ No
See "Special Concerns Terms" on the reverse side of this page.

NEW SYSTEM

Equipment	Summer	Premium	Deluxe	Standard	Size	Efficiency
○ Air Conditioner	○	○	○	○	(1) DUCTWORK 57 AND OUT #800	
○ Furnace	○	○	○	○	(2) RETURN AIR BOOTS & FLUSH	#200
○ Heat Pump	○	○	○	○	CEILING AIR VENTS AND SEAL	
○ Air Handler	○	~~○~~	○	○	(3) REMOVE PARTICLE BOARD PLATFORM	
○ Cooling Coil	○	○	○	○	FROM UNDER ATTIC AND INSTALL 3/4"	
○ Boiler	○	○	○	○	PLYWOOD (#600)	
○	○	○	○	○		

- ○ Vibration/shock isolators
- ○ Combustion air
- ○ _____ Gallon Water Heater
- ○ Replaced components disposal
- ○ Other
- ○ Drop cloth/floor saver protection
- ○ Complete cleanup & vacuuming
- ☑ Certified refrigerant handling
- ○ Code compliance
- ○ Permits
- ○ Licensed & insured

QUALITY ASSURANCE GUARANTEES ○ PLATINUM PLUS PROTECTION PLAN ○ PLUS MAINTENANCE AGREEMENT

- ○ Written 100% Satisfaction Guarantee
- ○ Highest Customer Satisfaction
- ○ Highly-Graded BBB Accreditation
- ○ NATE-Certified Professional Technicians
- ○ Official ENERGY STAR® Retail Partner

Manufacturer Warranties (provided if checked):
- ○ A/C Compressor _____ years
- ○ A/C Parts _____ years
- ○ Furnace Parts _____ years
- ○ Heat Exchanger _____ years
- ○ Labor _____ years

Comfort Guarantee:
- ○ A/C system will provide a _____ indoor temperature on a _____ summer day.
- ○ Heating system will provide a _____ indoor temperature on a _____ winter day.
- ○ Other

INDOOR AIR QUALITY

FILTRATION:
- ○ High-efficiency 1" media filter
- ○ High-efficiency 4" media filter
- ○ Electronic air cleaner
- ○ Electrostatic air cleaner
- ○ PureAir system
- ○ Charcoal filter
- ○ UV Light - Single / Double
- ○ BioFighter PLUS Single / Double
- ○ P-MAC ○ Duct lock ○ Catalytic
- ○ Other

SOURCE CONTROL:
- ○ Humidifier ○ Dehumidifier
- ○ Duct cleaning
- ○ Duct sanitization
- ○ Duct sealing
- ○ Other

VENTILATION:
- ○ Energy recovery ventilation
- ○ Heat recovery ventilation
- ○ Attic / Crawl space
- ○ Fresh air mixing system
- ○ Zoned Comfort System
  Zones:

CONTROL:
- ○ Digital/programmable T-stat
- ○ Smoke detector
- ○ CO detector
- ○ Efficiency enhancements
- ○ Other

NOTES: ADD (#2060) FOR RELOCATE (4) BACK DUCTS

Date of Sale / / Delivery Date / /
Model #
Serial #

THANK YOU!

Dealer Number: 534812
○ CASH ○ VISA ○ M/C ○ AMEX ○ DISC ○ SB ○ Check # _____
Print Customer Name
Acct #
Auth Code Credit Plan
Amount Financed Exp. Date

3400
600
2060
6060
TOTAL

BUYER'S RIGHT TO CANCEL
You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation for an explanation of this right on the reverse side.

INVESTMENT

System Investment	8,610.00
Indoor Air Quality	
Total Home Comfort Investment	
Sales Tax	
Less Initial Investment	
Balance Due Upon Completion	

Customer Signature _____ Date _____
Customer Signature GENE PARDEE Date 4/13/12
Comfort Advisor Signature

See Reverse Side For Terms & Conditions.
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April 10th, 2012

Project site:
155 Foxborough Rd.
Goose Creek, S.C. 29445

Project:
Complete change out- new HVAC and ductwork installed.

Contractor:
Carolina Comfort Specialists
1967 Vestry Drive
Charleston, S.C. 29414
(843) 364-4247 (843) 769-7300
Owner: Clint Sires

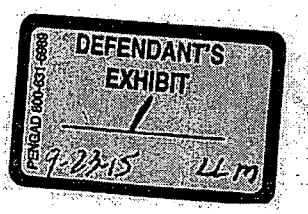
Below is a list of discrepancies found during the walk through after completion of HVAC removal and replacement including ductwork contracted by Carolina Comfort Specialists.

Outside support stand
Please refer to punch out list given to Clint Sires of Carolina Comfort Specialists.

Interior platform for air handler in attic
Please refer to punch out list given to Clint Sires of Carolina Comfort Specialists.

Interior boots and grill covers.
When AC turned on cold air is escaping back up the sides of the boots.
Eleven grill covers were pulled and below is what was found on inspection.
Question- Why is there duct tape on all edges of boots?
Majority of boots are installed lopsided and cocked.
This is a rough draft with limited detail because all boots must be replaced.
We do know from the suppliers that each boot must be at least even with the sheetrock so that when the grill covers are installed they form a tight seal against the sheetrock preventing air escapage.

1. **Kitchen dinette area:** Boot not flush or extended down somewhat. No nails or screws except one boot in place. No caulk installed. Hole where they attempted to nail. Mastic on all sides.
2. **Living room area: Two vents.**
   Vent #1 next to foyer. Screws are screwed in on an angle. Boot not flush or extending down. No nails on one side to hold boot. Mastic oozing. No caulk was used. Bulge in sheetrock- vent cover will not fit flush to ceiling. Sheetrock broken. Mold. **Vent #2 dining area:** Boot lopsided Screwed in on angle to hold vent cover. No nails to hold boot on one side. Boot taped on inside. Mold. Mastic hanging down.
3. **Den area: Two vents.**



Vent #1 next to kitchen. Nail not in one side to hold boot. Not flush. Sheetrock busted. No caulk installed. **Vent #2 over TV:** Only two nails in boot. Boot bent. No caulking used. Huge gap at bottom. Sheetrock torn up. Insulation in ductwork. Hole bored out. Boot not flush.

4. **Master bath off master bedroom:** No caulk. No nails holding boot on two sides. Sheetrock messed up.
5. **Master bedroom:** Boot not nailed on one side. Screws through grill cover screwed on an angle. Mastic bulging on one side. No caulk. Split boot. Elbow extension connecting boot not tight and gapping.
6. **Master vanity area:** Installed properly on one side. No nails on one side. Only one nail opposite side. Bowed up and jacked up on side toward mirror. Loose. No caulk. Boot lopsided. Closet side filled in with some kind of patch material.
7. **Hall bath:** Installed lopsided. Huge gap window side. No caulk. Mastic added. No nails one side. Nails not flush. Split wood. Too bad to even describe. Mold present.
8. **Second bedroom- Childs:** Boot bent inside and flange.. No nails on one side. No caulk. Mold present. Pink insulation present- no pink insulation in attic? Sheetrock missing. Filled with mastic. Grill cover screwed on an angle.
9. **Third bedroom:** Nails not flush. No nails on one side. No caulk. Grill cover screwed on an angle. Sheetrock damage.

Attic duct installation discrepancies:
Please refer to punch out list given to Clint Sires of Carolina Comfort Specialists.

Sincerely,

Rick Weddle

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

CLINT SIZES
CAROLINA COMFORT SPECIALISTS
1967 VESTRY DRIVE
CHARLESTON, S.C. 29414

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X C Sizes ☐ Agen ☐ Addr

B. Received by (Printed Name) C. Date of De
C. SIZES 4-14-1

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☑ Certified Mail ☐ Express Mail
☐ Registered ☑ Return Receipt for Mercha
☐ Insured Mail ☐ C.O.D.

4. Restricted Delivery? (Extra Fee) ☐ Yes

2. Article Number (Transfer from service label) 7011 2000 0000 9761 5704

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M

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02/06 02/06
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CHARLESTON BRANCH SC COUNTY
04/12/2012

Sent To
CLINT SIZES CAROLINA COMFORT SPECIALIS
Street, Apt. No.; or PO Box No. 1967 VESTRY DRIVE
City, State, ZIP+4 CHARLESTON, S.C. 29414

PS Form 3800, August 2006 See Reverse for Instruct

Re: Fwd: 155 Foxborough Dr. Hvac quote Wednesday, February 29, 2012 5:21 PM

"Clint Sires" <clintsires@gmail.com>

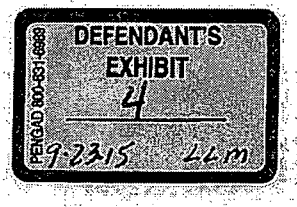
"Derrik Weddle" <derriksden@yahoo.com>

13 seer does not have variable speed. The 15 seer unit has variable speed motor.Platform being moved no problem.
Hi Clint,
Received your estimate. Does the 13 seer have the variable speed motor/fan? Any problem with moving the outside platform out 24inches away from the eave? We are looking at the estimate now and we'll let you know asap. Rick

-- On Wed, 2/29/12, **Clint Sires** wrote:

From: Clint Sires
Subject: Fwd: 155 Foxborough Dr. Hvac quote
To: "Derrik Weddle"
Date: Wednesday, February 29, 2012, 2:03 PM

-------- Forwarded message --------
From: CAROLINA COMFORT SPECIALISTS LLC
Date: Wednesday, February 29, 2012
Subject: 155 Foxborough Dr. Hvac quote
To:



2009/2012 IECC Duct and Envelope Tightness Code Compliance Report

DET Verifier Name:	John Bailey, Advanced Home Environment Consulting
Client Name:	Beth Weddle
House Address:	155 Borough Rd
HVAC Contractor:	
Test Date:	9-14-2015
Signature:	(843) 200-6062

2009/2012 IECC Duct Leakage Thresholds (CFM25 per 100 ft²)

Stage	Test Option	2009	2012
Duct Rough-In	Without Air Handler	4	3
	With Air Handler	6	4
Duct Post Construction	Leakage to Outdoors	8	NA
	Total Leakage	12	4

IECC Envelope Thresholds (ACH50)

Climate Zone	2009	2012
Zones 1 & 2	7	5
Zones 3 thru 8		3

EXCEPTIONS: Test is not required if the air handler and all ducts are located within conditioned space.

Duct Compliance Calculator - SYSTEM 1 (CFM25 x 100/CFA)

Select Test Option	6
Cond. Floor Area (CFA)	1380
Duct Leakage Target (CFM25)	83
Duct Test Results (CFM25)	113
CFM25 per 100 ft²	8.18840579710145
Pass/Fail	FAIL

Duct Compliance Calculator - SYSTEM 2 (CFM25 x 100/CFA)

Select Test Option	12
Cond. Floor Area (CFA)	
Duct Leakage Target (CFM25)	0
Duct Test Results (CFM25)	
CFM25 per 100 ft²	NaN
Pass/Fail	NA

Duct Compliance Calculator - SYSTEM 3 (CFM25 x 100/CFA)

Select Test Option	12
Cond. Floor Area (CFA)	
Duct Leakage Target (CFM25)	0
Duct Test Results (CFM25)	
CFM25 per 100 ft²	NaN
Pass/Fail	NA

NOTE: Duct Systems Pass if CFM25 per 100 ft² is less than the Duct Leakage Target for each system.

Envelope Compliance Calculator (CFM50 x 60/Building Volume)

Select Climate Zone	3
Building Volume (ft³)	
Envelope Target (ACH50)	
Envelope Test Results (CFM50)	
ACH50	NaN
Pass/Fail	NA

NOTE: Envelope Passes if AH50 is less than the ACH50 Target.

DEFENDANT'S EXHIBIT 12

STATE OF SOUTH CAROLINA
MASTER-IN-EQUITY COURT
COUNTY OF BERKELEY

CAROLINA COMFORT SPECIALISTS,

Plaintiff,

vs. CASE NO. 2012-08-01869

DERRIK AND LINDA WEDDLE,

Defendants.

HEARING, DAY II

BEFORE: HONORABLE DALE E. VAN SLAMBROOK

DATE: November 9, 2015

TIME: 9:44 AM

LOCATION: Berkeley County Courthouse
300 California Avenue
Moncks Corner, SC

REPORTED BY: Laura J. Bash,
Registered Merit Writer

A. WILLIAM ROBERTS, JR., & ASSOCIATES

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Charlotte, NC (704) 573-3919

APPEARANCES OF COUNSEL:

ATTORNEYS FOR PLAINTIFF
CAROLINA COMFORT SPECIALISTS:

CISA & DODDS
BY: FRANK M. CISA
858 Lowcountry Boulevard
Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
frank@cisadodds.com

ATTORNEYS FOR DEFENDANTS
DERRIK AND LINDA WEDDLE:

VANNOY MURPHY, LLC
BY: MICHAEL H. MURPHY, III
105 Carolina Avenue
Moncks Corner, SC 29461
(843) 761-0610
michael@vannoymurphy.com

(INDEX AT REAR OF TRANSCRIPT)

THE COURT: Mr. Cisa, you ready to proceed?

MR. CISA: I'm ready, Judge.

THE COURT: Mr. Murphy?

MR. MURPHY: Yes, sir. And sir, I'm just wondering, do you have the evidence that we submitted at the last trial?

THE COURT: That was being held onto by the court reporter. That was Ms. McDaniel, and it was my understanding she was holding onto that.

MR. MURPHY: Yes, sir. I was just pre-marking some more -- okay.

THE COURT: Last time, Mr. Bailey was on the stand, and I think he was being examined -- cross-examined. Is that right?

MR. CISA: I had finished my cross-examination, Your Honor. It was redirect, I think.

MR. MURPHY: Yes, Your Honor, it was redirect. We finished that.

THE COURT: You said you needed more time to finish him up, he was going to be on the stand when we started back. And I was going to ask him whether he had done anything further and whether he had talked to anybody about it.

So if you're ready to proceed with him and kind of rejoin the process right now, why don't you call him in, we can get started?

MR. MURPHY: Yes, Your Honor. Beg the Court's indulgence.

Yes, Your Honor, we're ready to proceed.

THE COURT: Call Mr. Bailey.

MR. MURPHY: Plaintiff would call John Bailey.

THE COURT: Good morning, Mr. Bailey. Go ahead and sit right there. I just want to remind you that you're under oath.

THE WITNESS: Yes, sir.

THE COURT: You can sit down.

You were being examined by Mr. Murphy, or redirect examination by Mr. Murphy. And before we left, I indicated to you that you continue to be under oath, that you weren't supposed to do any further investigation or talk to anybody or discuss it with anybody. Have you done any of that?

THE WITNESS: No, I haven't.

THE COURT: Okay. Thank you.

You ready to proceed, Mr. Murphy?

MR. MURPHY: Thank you, Your Honor.

Was he placed under oath?

THE COURT: He was placed under oath originally and I reminded him this morning.

MR. MURPHY: Thank you, Your Honor. May it please the court.

REDIRECT EXAMINATION OF JOHN BAILEY

BY MR. MURPHY:

Q. Mr. Bailey --

MR. MURPHY: And, Your Honor, I apologize if I go beyond redirect. And I'm sure Mr. Cisa will do the appropriate objection.

BY MR. MURPHY:

Q. Mr. Bailey, you testified in cross, if I'm not mistaken, concerning the mold that you found.

A. Yes.

Q. Okay. And what was your opinion, the cause of that mold?

A. Yeah. You know, it basically is caused by condensation forming on the grills and then wicking into the sheetrock.

Q. Okay. And the condensation forming on the grills, what was that a product of?

A. It's just -- humidity is what -- and a cold surface, that's all it takes to create

condensation.

Q. All right. I'm sorry. Go ahead, sir.

A. The -- what caused it, you know, without further investigation, would only be a supposition for my part.

Q. Okay. All right. Now, I think you previously testified, or can you determine or do you remember with your personal observations, how many, I guess, registers or boots had mold around them?

A. I don't remember how many. I know that it had been cleaned recently, when I was there. So it was -- you had to look pretty closely to see it. But someone had been cleaning it up -- and I mean, if I was living there, I would clean it up, too. But there were some obvious issues.

Q. Okay. Now, did you determine -- I know there's different types of molds. Did you determine what type of mold it was?

A. I didn't. I didn't verify it was mold, at all. Just some type of microbial growth.

Q. Okay. All right. And that was -- and I think you testified, that microbial growth was based on condensation?

A. Yep.

Q. Okay. All right. I believe you also testified that you observed how the boots were placed -- placed in the house.

A. Yep.

Q. And what was your personal observations, again, of those boots?

A. They were not properly sealed.

Q. Okay. Now, by not being properly sealed, what would that cause?

A. That would cause leakage of attic air around the boots, into the space.

Q. Okay. So cold air touching hot air?

A. Well, hot air from the attic, leaking in potentially humid air from the attic.

Q. Okay. That would cause -- potentially cause condensation?

A. Uh-huh. Yep.

Q. Okay. And that condensation leading to microbial growth?

A. Yes.

Q. Okay. And I think you testified, maybe in direct, as well as cross, did you inspect, in detail, the system that was in place up in the attic?

A. No, I did not.

Q. Okay.

A. There was a -- I was supposed to be rescheduled to come back in and do that.

MR. MURPHY: Your Honor, at this time, I have no further questions.

THE COURT: Thank you.

Anything additional, Mr. Cisa?

MR. CISA: Just a few questions, Judge.

RECROSS-EXAMINATION OF JOHN BAILEY

BY MR. CISA:

Q. This mold that you talked about, you testified before that mold or microbial growth was normal. Correct?

A. It's not normal, but it happens more than we would like. Yeah.

Q. And it can be caused because of failure to maintain the system. Is that correct?

A. It could be caused for a number of different reasons, including leaving the doors open.

Q. Or running the air conditioner too low or too high?

A. Yeah.

Q. Also, if you move the ductwork -- I mean, the insulation from around the boots, that

could cause it?

A. Yeah. That can cause condensation.

Q. Okay. So it's fair to say that you didn't come to a -- you didn't formulate an opinion as to what caused the mold that you saw. Correct?

A. There were some -- some other issues of water dripping from the ductwork, and I formed some opinions. But before I make any recommendations, I like to get all the facts and do all the testing.

Q. Okay. And you don't have all the facts and didn't do all the testing. Correct?

A. Right.

Q. Okay. And you said -- I believe you said on direct examination, before, that you found two boots where you could stick your fingers up, they weren't properly sealed?

A. Right. I could put my fingers between the sheetrock and the boot, into the attic.

Q. Do you remember how many boots were in the house?

A. No.

Q. Okay. And you had said, I think, before, that it would take about 10 minutes to caulk around the boots to seal them up from underneath. Is that correct?

A. Well, maybe -- maybe 30 minutes to do all of them. Depends on -- I only checked a couple of them. Like I said, I was planning to come back and do more extensive research, but I never had that opportunity.

Q. Okay. But if all of the boots were leaking, to caulk all the boots in the house would take about 30 minutes?

A. Yeah. Thirty minutes to an hour.

Q. Okay.

A. Not very long.

Q. Okay.

MR. CISA: Okay. I have nothing further.

THE WITNESS: Depends on how big the gap is.

MR. CISA: I have no further questions, Judge.

THE COURT: All right. Mr. Bailey, you can step down.

Any objection to Mr. Bailey being excused?

MR. CISA: Not from the plaintiff, Judge.

MR. MURPHY: None, Your Honor.

THE COURT: Thank you, Mr. Bailey.

THE WITNESS: Thank you, Your Honor.

THE COURT: All right.

MR. MURPHY: Thank you, Your Honor. The plaintiff calls Rick Weddle to the stand, Your Honor.

THE COURT: All right. Mr. Weddle. Raise your right hand. Do you swear to tell the truth, the whole truth and nothing but the truth, so help you God?

THE WITNESS: Yes, sir.

THE COURT: Please sit down. Would you state your name and spell your last name for the court reporter, please.

THE WITNESS: My name is Derrik Weddle, W-E-D-D-L-E. And I go by Rick.

DIRECT EXAMINATION OF DERRIK WEDDLE

BY MR. MURPHY:

Q. Now, Rick, are you married to Beth?

A. Yes, I am.

Q. How long have you you-all been married?

A. Forty years.

Q. Now, the property in Goose Creek, on Foxborough, who owns that property?

A. My wife owns that.

Q. Okay. Do you-all live at that property?
A. No, we do not.
Q. What is that property used for?
A. Used as a rental --
Q. Okay.
A. -- home.
Q. Do you remember when that began to be used as a rental?
A. Approximately 1975.
Q. Okay. Do you have any ownership interest in that house?
A. No, I do not.
Q. Okay. All right. Now, do you have knowledge, at one time, that Beth was looking, your wife, into replacing the HVAC system in that house?
A. Repeat your question, please.
Q. Do you have knowledge, at one time, your wife was looking to replace the heating and air as well as the ductwork in the house?
A. Yes. Yes.
Q. Okay. Do you recall when she started considering that?
A. I would say it was around the early part of 2012, maybe January/February, where she was

thinking about it.

Q. Okay. Now, did you and Beth meet with any providers of A/C installation prior, during that timeframe, January/February 2012?

A. Yes, we did.

Q. Okay. And what was the purpose of that, to get quotes?

A. To look at the situation of the air-conditioning system and possibly get quotes to -- to repair it or replace it.

Q. Okay. All right. Now, at one time, did you-all get a quote from Clint Sires?

A. We got a proposal from Clint Sires.

Q. Okay. Do you recall when that was?

A. I believe that was in February of 2012.

Q. Okay. Now, prior to -- prior to that, did Mr. Sires come out to -- come out to the house prior to February 2012, and meet you and your wife?

A. Trying to think, it's been a little while.

He did meet with my wife and myself, just to talk over the situation.

Q. Okay. When you say "talk over the situation," what situation was that?

A. The heating and air conditioning, the

replacement or fix.

Q. Okay. Was that prior to February of 2012?

A. Yes.

Q. Okay. All right. Do you know -- I think, and you might have already said you don't remember, but do you remember when that was, prior to February 2012?

A. I can't recall the date.

Q. That's all right. Okay. Now, when you-all met with Mr. Sires, did he have knowledge that this was a rental property?

MR. CISA: Object to the form of the question.

THE COURT: Mr. Murphy.

BY MR. MURPHY:

Q. Okay. Did you-all have renters at the house, at that time?

A. Yes, we did.

Q. Okay. All right. Did you-all ever discuss the ownership of the property in Goose Creek, on Foxborough, who owned it?

A. With Mr. Sires?

Q. Yes. I'm sorry.

A. Mr. Sires was aware that my house -- my

wife owned the home.

Q. Okay. When you and your wife met with Mr. Sires prior to February of 2012, okay, who did -- who did the majority of the talking with Mr. Sires? Was it you or your wife?

A. We all three conversed together. There was no dominant voice.

Q. Okay. Now, you mentioned February 2012. What did you receive from Mr. Sires? You said you received a quote?

A. Yes, sir.

MR. MURPHY: Your Honor, if I may -- may approach, Your Honor.

THE COURT: Certainly.

BY MR. MURPHY:

Q. Now, Mr. Weddle, do you recognize that?

A. Yes, I do.

Q. All right. And what is that?

A. This is a quote on replacing my air conditioning system and ductwork.

Q. Okay. Now, is that the quote that you just testified to?

A. Yes, sir.

Q. Okay.

MR. MURPHY: And, Your Honor, if I'm

not mistaken, and Frank, please correct me if I'm wrong, what I'm showing him is already offered into evidence, Your Honor. It is the quote by Carolina Comfort, Your Honor. I don't recall the number.

THE COURT: Is that an e-mail?

MR. MURPHY: No, Your Honor. It is -- Your Honor, if I could show it to you?

THE COURT: Let me take a look. Yeah. I think this is what should be identified as Plaintiff's Number 2, which I indicated is the contract.

MR. MURPHY: Yes, sir.

So, Your Honor, on the back of that, instead of redoing, I'll just put, maybe, put "Plaintiff 2" on there, Your Honor, and put, like, "Day 1."

THE COURT: Put "Plaintiff's 1."

MR. MURPHY: Or "Plaintiff's 2," I think you said, Your Honor?

THE COURT: I'm sorry. You're exactly right.

MR. MURPHY: And then I'll put "Day 1."

BY MR. MURPHY:

Q. Mr. Weddle, you have two signatures on that. Correct?

A. Yes.
Q. One is yours?
A. Yes.
Q. Okay. Is that your signature?
A. Yes.
Q. Okay. Now what about -- what's the other signature?
A. That's my wife's signature, forged by me.
Q. Okay. When that was signed, where was your wife, at the time?
A. She was out of town.
Q. How long was she out of town during that -- well, when was that signed? Do you have a date on that?
A. No, sir, there's not any dates. I believe it was on a Thursday.
Q. But I think you said February -- about February 2012?
A. Yes.
Q. Okay. All right. How long was your wife out of town?
A. Over a week or -- seems like. I can't hardly remember.
Q. Okay. Did your wife know that you were

signing that?

A. No, she did not.

Q. Okay. All right. Did your wife authorize you to sign that contract?

A. No, she did not.

Q. Okay. And that contract was concerning your wife's property in Goose Creek. Correct?

A. Yes, sir.

Q. Okay. Now, how did your wife's signature come about on that, on that contract?

A. Well, Clint asked me to go ahead and sign my wife's name because of the fact there was a warranty -- for the 10-year warranty. And said he had to have both signatures on it to initiate the 10-year warranty.

Q. Okay. And then, prior to signing your wife's name, did you call her?

A. No, I did not.

Q. Did she have any knowledge -- prior to you signing that, was there any discussions that, hey, we're going to have Carolina Comfort replace this system?

A. No, we did not.

Q. Okay. The owner of the house, your wife, had she decided who was going to replace the

system at that time?

A. She was looking at another company.

Q. Okay. And what company was that?

A. Escapes my mind.

Q. That's -- that's -- if you don't remember, that's -- you know.

Now, did your wife eventually find out about that?

A. Yes.

Q. Okay. Was she happy?

A. Absolutely not.

Q. Okay. How did she react?

A. She was very angry. She was very upset with me for taking advantage of her not being there and going along with an expensive construction project.

Q. Okay. Now, during the installation, okay, that Carolina Comfort was doing, was your wife present during any of that?

A. No.

Q. Okay. How long did the installation take?

A. Approximately, four to five days.

Q. Okay. Did your wife eventually come out to the house?

And when I say "house," the property in Goose Creek.

A. Yeah, she eventually came out there.

Q. Do you recall when that was?

A. Well, I believe it was the following week. Early, the following week.

Q. Now, during the installation, were you present during the installation?

A. Not at all times.

Q. Okay. Right. And I think you testified, installation, according to you, took what, four to five days?

A. Yes, sir.

Q. How often were you there during the four to five days?

I mean, were you there for eight hours? Four hours? Six? Or do you remember?

A. Well, the longest day was the first day, whenever I opened up the house and they started doing the tear out of the ductwork system. I was there the majority of the day, because I was painting a bay window, in the front of my house.

Q. Okay. I'm sorry. What was that again, sir?

A. The first day, I was there the majority

of the day --

Q. Okay.

A. -- while they were doing a tear out of the ductwork, because I was doing some painting, on the property.

Q. Okay. All right. What about the second day?

A. The second day, I opened up and I went to get some lumber at Lowe's. And this lumber was -- I was going to make a stand for the outside unit, so I went to Lowe's to get some lumber. And I bought four -- four flat bricks for the stand to sit on.

Q. All right. And then the stand, did you eventually build that stand?

A. Yes, I did. I left that day and started building it and finished it the following day.

Q. Okay. And when you say "left," did you go back to your residence?

A. Yes. That's where I had all my tools.

Q. And where is your residence?

A. 5883 Ryan's Bluff Road, North Charleston.

Q. And you live there, with your wife?

A. Yes.
Q. How long have you-all lived there?
A. We bought the house in 1980.
Q. Okay. So second day, opened up, built the stand. And then you said that building the stand, you carried over -- that carried over to the third day. Correct?
A. Right. Yes, sir.
Q. How long were you there the third day?
A. Just to drop off the stand.
Q. Were any directions given when you dropped off the stand?
A. I placed the bricks where I wanted the stand to be.
Q. Okay.
A. There was a -- if you want to go back a little further, there was a directive between Mr. Sires and myself about placing a stand 24 inches from the eave, so that -- and that was according to Trane, also, it had to be 24 inches from the eave.
Q. Why did you want it 24 inches away from the eave?
A. Well, because of runoff of the roof. Of course, the -- we had a tile roof, and rocks

come off of it, debris comes off of it, and it comes right down, right in the middle of it.

Q. Now, the fourth day, how long were you there on the fourth day?

A. The fourth day, I wasn't there. I had developed a rash on both my arms. And I had to have surgery at the VA to take out a cancerous -- I don't know what you call it.

Q. That's all right. Fourth day --

A. I wasn't there, at all.

Q. Now the fifth day, and I guess, according to your estimate, that would -- that would be the finish day, how long were you there?

A. I was not there that day, either, because I was still feeling pretty rough.

Q. All right. Now, were you there when the stand was being placed?

And when I say "stand," I'm sorry, the stand in the backyard.

A. I don't recall that.

Q. Okay. Do you recall sitting in a lawn chair --

A. No.

Q. -- watching Mr. Sires place it?

A. I don't recall that, sir.

Q. Okay. Now, when you went over -- when you went over to the house, okay -- so first, second, and then you went over on the third day -- did you have any contact with Mr. Sires?

A. Mr. Sires was supposed to bring us a contract, and I can't remember whether -- he was working, I know, a couple of jobs at the same time as ours was going on. I don't remember seeing him or not.

Q. Okay. It's all right.

Did you see anybody from Carolina Comfort doing any work?

A. They were doing the attic ductwork.

Q. Okay. And when you say "they," who were they?

A. I don't know the name of the gentleman. Two gentlemen. Mr. Sires' crew.

Q. Okay. Now, so when the job was finished, you went back -- you eventually -- did you go back to the house by yourself to look at things or did your wife come with you?

A. Well, my wife came with me.

Q. Okay.

A. And then we called to set up an appointment with Mr. Sires to come talk with us.

Q. Okay. So you went out to the house to look at the finished job. In essence, what did you observe with the job, how it was done?

A. Well, the first thing I observed was that one of the boots was hanging down in one of the bedrooms. I can't remember which bedroom, but it had just come loose and was just hanging. And at that time, I went ahead and pulled a couple of them to see what was going on. And then, that's when we noticed the problems.

Q. Okay. And in your own words, what problems did you observe?

A. All the boots, every single one of them, had been crammed and jammed into the holes. They weren't coming flush with the sheetrock. When I took some of them down, the screws were just screwed into the sheetrock, there was gaps around it. They tried to cover the gaps with mastic. It was just a very un-workmanlike manner to finish up the final product.

They had boots that were caulked. They had boots that were nailed in, screwed in. A lot of the them were just crooked. And the gaps on the side was what concerned me the most, because I could take my fingers and go right up to the side,

between the boot and the sheetrock, and go right on into the attic, with my hand. That's how big the gaps were on some of them.

Q. Okay. Now, did you go -- did you go upstairs --

A. Yes, sir, I did.

Q. -- and look up there?

Did you see anything up there?

A. Yeah. You could see daylight from the rooms, first of all, coming up from the rooms. The second thing, is there was no foam fill. Third thing, there was -- there was no mastic around them -- all the way around.

Q. When you say no "foam fill" and "no mastic all around them," what are you talking about?

A. Well, I was told by Mr. Sires that -- at one of our meetings, that if he went up in the attic, he would guarantee that all the boots were masticked all the way around; and probably two of them, three of them were. None of them were foam-filled, as per our agreement.

Q. Okay. And again, when you say, "an agreement," is that -- again, this is Day 1, Plaintiff's Number 2, is that what you're talking

about?

A. Yes, sir. It says: I will install all new boots and grills. All boots will be sealed from the attic with foam fill.

There was no foam fill.

Q. Well, what about the mastic?

I think you testified to that, correct? Right?

A. All metalwork -- all metal ductwork will be sealed with mastic, then insulated and stapled. They had mastic -- they were using mastic to hold the boot into place, instead of screwing it to some type of block system where it could get a secure fit. There's a couple of items on here he didn't do.

Q. Okay. What were those items on there?

A. Well, the air handler -- he's got in here that the air handler will sit six inches out of the drain pan, which will allow better slope on the condensate lines and will allow me to seal the duct connections and the equipment properly.

Well, the air handler is sitting on three-inch blocks, is not feasible, or not -- I don't know how you would do it. You could not even insulate any part of that air handler. He also

said in this quote, right here, that he would coat the drain pan with a -- with a spray-in liner to prevent pan from rusting. It was never sprayed. None of this was done (indicating).

Q. Now, anything, again, upstairs, that you observed?

A. Yes.

Q. And what was that?

A. I had wet ductwork. My ductwork was wet.

Q. What do you mean?

A. Well, you could put your hand on it and there was beads of water. And I followed it all the way down to the duct itself, and it was water. And you could feel up underneath the ductwork, it was water, including the main trunk line and the return lines. Everything was wet.

Q. And that was back -- back in 2012?

A. Yes, sir.

Q. Okay. Now, everything that you described back in 2012, does that still exist today?

A. Even worse.

Q. Okay. Now, let me take you -- anything else, upstairs?

A. Well, at that time, I did not have the air conditioning expertise to be able to find -- there were many things. But at that time, I didn't notice them. I just was concerned about the water.

And the master bedroom -- the run through the master bedroom was leaking so bad that it seeped through the sheetrock. And I had to put plastic up underneath it, and more insulation, to hold the water.

Q. Okay. All right. Now, let me take you outside, okay, with -- outside, did you observe anything outside, in the backyard, that caused concern?

A. I observed the stand was put too close to the house. And it wasn't in our agreement, between Mr. Sires and myself on 2/28 of 2012, in an e-mail, and we both agreed at that time, I asked him if the stand could be moved out 24 inches, according to what Trane's requirement was, and he said there would be no problem.

Q. Okay. Was that stand ever moved out?

A. No, sir.

Q. Now again, back in -- back in February of 2012, were your concerns addressed to Mr. Sires?

A. I'm not sure of the date, but my concerns were, we -- we did have a meeting.

Q. Okay. Do you remember when that meeting was?

A. I'm not sure of the date, sir.

Q. That's okay. All right. Who was at the meeting?

A. It was Mr. Sires and myself. Just us two.

Q. Okay. What about your wife?

A. She was not there.

Q. Okay. Where was your wife? Do you remember where she was?

A. No. I think she was in Beaufort.

Q. Okay. So you had a meeting with Mr. Sires. Okay. In your words, what did you discuss with Mr. Sires?

A. Everything that I was concerned about; improper installation of the ducts --

Q. Okay. What did he say?

A. -- and the area.

Q. With the ducts, what did Mr. Sires say about the ducts, if you recall?

A. Well, I asked him, don't you think, Mr. Sires, that the ducts need to be replaced? And

he said that's not going to happen.

Q. Okay.

A. So he was there with the caulk and he was going to caulk it. And we went through several things. He was not going to do the stand outside, move it where it was supposed to be. He was not going to replace an OSB board up in the attic, which the air handler rests on. That was supposed to be -- in our conversation, supposed to be a three-quarter inch 4-by-8 treated wood. We discussed that and he said that's not going to happen; the stand is not going to happen. He says, what I can do is just run some caulk around these things and you'll be fine.

But I knew, then, that if I can stick my hand up between the duct and sheetrock, into the attic -- I don't know how much caulk Mr. Sires had planned to put up there, because there is nothing but air.

Q. All right. Did you-all address the -- or did you-all discuss the sweating?

A. Yes. And I cannot remember, sir, what Mr. Sires said about that. I did know -- I addressed the mold situation, and he says it was just dirt.

Q. Okay. At any time -- at any time besides what you have in your hand, the quote, and again, that's is Plaintiff Exhibit's Number 2, Day 1, did you receive any additional quotes from Mr. Sires?

A. Yes. I had a verbal quote, that if he wanted me to come in -- if I wanted the ducts fixed correctly, it would have been another $3,500.

Q. So by paying $3,500, ducts done correct -- paid $3,500, what would have been done?

A. I believe he would have cut the sheetrock out and installed magic boots and reattached his ductwork to that boot and, therefore, leaving a hole around the duct that I would be responsible to have a sheetrock man come in and repair it and finish it.

Q. Okay.

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

Your Honor, at this time I have no further questions.

THE COURT: Mr. Cisa?

MR. CISA: Thank you, Your Honor.

CROSS-EXAMINATION OF MR. DERRIK WEDDLE

BY MR. CISA:

Q. Mr. Weddle, I guess you said you and your wife have had this house since 1975?

A. Yes, sir.

Q. It's been used as a rental property?

A. Yes. It was the first house we bought. We lived in it for a little while and then started renting it out.

Q. Was it reasonable at the time Mr. Sires came over back in -- I guess, you said January or February of 2012?

A. Yes, it was.

Q. And was it occupied during the time Mr. Sires' company did the work on the house?

A. Yes, it was.

Q. You-all have problems renting the house?

A. We lost our tenant because of it.

Q. Is it rented now?

A. No, sir, it's not.

Q. Okay. When was it last rented?

A. The last tenant moved out because of this air conditioning situation.

MR. CISA: Your Honor, I object to him testifying to what the tenant might have told him.

THE WITNESS: I'm sorry.

BY MR. CISA:

Q. My question was: When was the last time you had the house rented?

A. Let me think just a second. Our last tenant left about two weeks ago.

Q. Okay. So is it fair to say you have had it rented since January of 2012, up until about two weeks ago?

A. Yes.

Q. Okay. So you've had a tenant in the property. Correct?

A. In between -- there was like a month or two in between the two tenants.

Q. Okay. Is it fair to say that you continually rented this property out since January or February of 2012, until now, with the exception of about a month, and then the tenant moved out two weeks ago?

A. Yes.

Q. Okay. So for approximately six weeks over the last three-and-a-half years, you haven't had a tenant in the property. Correct?

A. Would you repeat that, please, sir.

Q. Yeah. Over the last, say, February of 2012 until the present, we are now in November, so

over the last three years and eight months, you've had a tenant in the property, except for a six-week period of time?

A. Well, it was longer than that.

Q. Didn't you just tell me a month, and then two weeks?

A. That was between those two tenants. And you're talking about 2012. Okay? We had a lapse in there of about four or five months, because we were tiling the home.

Q. Okay.

A. So it wasn't completely occupied day-by-day, month-by-month, from 2012 to 2015.

Q. Okay. So there's a four- or five-month period where you put tile in the home. Correct?

A. Yes, sir.

Q. You do that yourself?

A. Yes, sir.

Q. Okay. Took you four or five months?

A. That, and other things.

Q. Okay. You maintain this property?

A. Yes, sir.

Q. Okay. Since Mr. Sires' company put this new system in, in February/March 2012, what company -- which HVAC company have you had service

the system?

A. We've had Pardee.

Q. Anybody else?

A. I'm trying to think. Yes, sir, there was, but I'm trying to think of the name. Right off, I can't remember, right off the bat.

Q. Did you hire Pardee to fix the problem that you have outlined with the boots?

A. No. We hired Pardee to service the equipment.

Q. Okay. Did you hire Pardee to fix the problem that you've outlined for the Court as far as the boots are concerned?

A. Pardee came out and gave us an estimate.

Q. Have you paid Pardee to correct the problem that you've outlined to the Court, with the boots; yes or no?

A. No.

Q. No. Is that right?

A. No.

Q. Have you paid Pardee to replace the HVAC ductwork?

A. No.

Q. Have you paid Pardee to move the stand

that you complained about?

A. No.

Q. Have you paid any HVAC company any money to replace the boots that were installed by Clint Sires' company?

Have you?

A. No.

Q. Have you paid any HVAC company any money to tear out the ductwork and replace that?

A. No.

Q. And you haven't paid any HVAC company to move the stand that you complained about. Correct?

A. Correct.

Q. But you had the money, because you never paid Clint Sires the $9,000 you agreed to pay him. Isn't that correct?

A. We had the money to pay Clint Sires.

Q. Okay. Let me ask you this --

A. And may I interject?

Q. What would you like to interject?

A. I would like to interject that we want to pay Clint Sires his money.

Q. Okay.

A. And we always did.

Q. Are you calling anybody from Pardee, the company you used to service this system, to come testify in this trial?

A. No, sir.

Q. You're not doing that?

A. No.

Q. Are you calling any witnesses that have worked on this system or serviced this system since Mr. Sires installed it?

A. No. We have HV contractors here.

Q. Right. Like, Mr. Bailey?

A. Well, yes. And others.

Q. Okay. Now, let's look back at the contract that you have got right in front of you.

A. Yes, sir.

Q. You called it a proposal. This is the contract that was signed by Mr. Sires on behalf of his company and, I guess, signed by you. Is that correct?

A. Yes, sir.

Q. All right. And up at the top, it's dated March 7, 2012. Correct?

A. That's right.

Q. All right. How soon after this contract was signed by you did Mr. Sires' company

come out and start doing the work, do you remember? Was it a couple of weeks?

A. I have the note in my pocket. I can look at it, if you would like.

Q. Feel free. Sure. This is a note that you --

A. This is a note, timeframe thing.

Q. And when did you create this note?

A. Last night, trying to remember and make sure.

Q. Okay.

A. On 3/7. Yes, this is when I got there.

Q. Yes, sir.

A. And I'm sorry, Mr. Cisa, what was your question?

Q. My question was, how soon after you signed the proposal March 7, 2012, did Mr. Sires' company come out and start doing the work?

A. Mr. Sires' company started doing the work on 3/5. With no contract.

Q. Okay. So --

A. That was on a Monday.

Q. So Mr. Sires' company started before --

A. Before there was even a contract.

Q. Okay.
A. Before there was even an agreement.
Q. How did that come about, do you know?
A. Mr. Sires has explained to me, explained to me that he will make a formal contract up with who's-who and what's-what and how much and what he's going to do in more detail than this proposal (indicating). Okay. And he never did bring that to me. But they started work on Monday, started ripping the house out.
Q. All right. Did you let Mr. Sires into the property?
A. Of course I did.
Q. So you were there every day?
A. I opened up Monday morning.
Q. Okay. So you allowed Mr. Sires to come in and start the work. Correct?
A. Yes.
Q. All right. And you-all had agreed on a $9,000 price?
A. We agreed on the $9,000, and $800 of it was for a 10-year warranty, a labor warranty that was being handled by Mr. Sires.
Q. Okay. But you agreed -- is it fair to say you agreed to the terms and conditions of this

agreement that we've marked, again, as, I think, Exhibit 1, Day 2 [sic]?

A. I agreed to this, to sign this thing, with the idea that a forthcoming contract was on route, as soon as he could nail down serial numbers of the equipment purchased.

Q. Do you remember doing a punch list?

A. Yes, sir.

Q. Is this the punch list that you did? I think it's already been introduced into evidence.

A. Yes, sir. Let me look at it.

THE COURT: Punch list was Plaintiff's 3.

THE WITNESS: Yes.

BY MR. CISA:

Q. Is that a punch list you created?

A. Yes, sir, I did.

Q. Did you create that with your wife's input?

A. Yes.

Q. Okay. And is that the punch list you had with you when you met with Mr. Sires, after the work had been done on site, to discuss it?

A. This one (indicating)?

Q. Yes, sir.

A. This was -- I'm not sure if this was in my hand at the time, but I know that I had mailed him one for the punch-out list. And I assume it was there with me.

Q. Okay. And that was at the meeting where you told Mr. Sires that the ductwork was sweating or there was condensation on the ductwork?

A. Yes, sir.

Q. Where on that punch list did you say that there was sweating or condensation on the ductwork?

A. It's not sweating here, other than the fact that we were concerned about it wicking. It was damp, but we didn't mention that.

Q. Okay. You didn't mention on your punch list that the ductwork was sweating or dripping or had condensation on it at the time you did that. Correct?

A. That was later.

Q. Okay. Can I see your notes, for a second?

A. Sure.

Q. Thank you.

A. You're welcome.

MR. CISA: I have nothing further.

Thank you Mr. Weddle.

THE WITNESS: You're welcome.

THE COURT: Any redirect, Mr. Murphy?

MR. MURPHY: Yes, Your Honor.

REDIRECT EXAMINATION OF DERRIK WEDDLE

BY MR. MURPHY:

Q. Okay. Mr. Weddle, this was just handed to you by Mr. Cisa, that's a punch-out list. Correct?

A. Is this the one I just looked at?

Q. Yep, that you just looked at.

A. Yes, sir.

Q. Okay. All right. Now, again, with the -- I guess, with the condensation, dripping, dampness, explain that again, please.

When did you observe that?

A. Probably -- probably in April. When the weather started getting warmer, we started noticing water coming out of the vents. And then I went upstairs, and we noticed that the -- the ductwork was moist.

Q. Okay. All right. So the ductwork, as early as -- and when you say "April," is that April 2012?

A. Yes, sir.

Q. Okay. So the ductwork was moist when you observed it in April of 2012?

A. Right.

Q. Okay. Now, this is already offered into evidence, too, if I'm not mistaken.

Do you recognize that (indicating)?

A. Yes, sir. This was on April 10th.

Q. Okay. And what is that?

A. Well, it's a --

Q. Is that another punch-out list?

A. Yeah. I would say this is a punch-out list, also.

Q. Now, there was testimony about renters. Do you remember, from 2012 up until 2015, how many renters you-all had in that property?

A. In 2012, we had a young lady and her son, and they were there for approximately, I believe, a little over two years.

Q. Okay. So that's one. Who -- anybody else?

A. Let me -- let me step back just a second.

Melissa moved in in 2010, so she was there almost five years, until we got the new tenant. So I would say, at least four years. And

Then we got the new tenant right in behind her, who was there for a year.

Q. Okay. And then with the renters you're -- I would imagine your wife would also have that knowledge, too, about the renters?

A. I believe so. She, more than I.

Q. Okay. All right. Now, you mentioned Pardee came out.

A. Yes, sir.

Q. Now, I'm going to show you -- I'll mark this --

MR. MURPHY: Like I said, Your Honor, I'll do this "Defendants' -- Defendants' Exhibit 1, Day 2."

THE COURT: What document is that?

MR. MURPHY: Your Honor, this is going to be a, I guess, a Pardee quote.

(DFT. EXH. 1, Day 2, Pardee quote, was marked for identification.)

THE COURT: There's a Pardee document that is identified as Plaintiff's 5.

MR. MURPHY: Yes, Your Honor.

MR. CISA: It's a different document, Judge.

THE COURT: Different document.

MR. CISA: That was put in through Gene Pardee, who actually did the quote.

THE COURT: So Plaintiff's 5 is different from what's going to be the one you're presenting now.

MR. MURPHY: Yes, Your Honor.

THE COURT: And how are you going to designate that one?

MR. MURPHY: Your Honor, I'm going to see if -- there may be an objection. I'm going to see if my client recognizes it, Your Honor.

I think, when we say the Pardee document that is actually in, is actually labeled "Service Experts." And this is from Pardee Heating & Air Conditioning, so they're two different documents from two different companies, Your Honor.

THE COURT: All right.

BY MR. MURPHY:

Q. Rick, I'm going to hand you Defendant's Exhibit Number 1, this is Day 2. You mentioned in your cross-examination that Pardee came out and looked at the system.

A. Okay.

Q. Did -- you testified, under cross, that Pardee Heating & Air came out to the rental

property.

A. Pardee and Service Experts are the same company.

Q. Exactly.

A. Okay. It's called Pardee Service Experts. The first Pardee that came out was Gene Pardee. This Pardee that came out was Dean Bays, for this one.

Q. Okay.

A. And now, sir, what is your question?

Q. Okay. Do you recognize that document?

A. Yes, I do.

Q. All right. And what is that document?

A. He's going to remove and replace all --

MR. CISA: Your Honor, I'm going to have an objection as to this document, unless he has called the gentleman that has created this quote. It's hearsay. He's testifying to a document that I can't cross-examine because the gentleman who did it is not here. So I object on hearsay grounds.

THE COURT: Mr. Murphy?

MR. MURPHY: Your Honor, this was -- this door was opened, Your Honor. During cross-examination, he was asking if anybody came

out and replaced it, did you get any quotes to how much it would cost, have you ever expended that, et cetera?

And what I'm just getting to, he testified under cross-examination that he had -- Pardee came out and gave a quote. And I'm going to get him to lay -- well, he hasn't laid the foundation yet, whether or not this is the quote that he received.

MR. CISA: Judge, I didn't cross-examine him about quotes. I cross-examined about who serviced these units. He said Pardee serviced the units. Then I asked him if he paid any money to fix anything and he said no. I didn't elicit testimony about a quote that he got from somebody. I was trying to show the Court that -- that they didn't properly service the units and he hadn't paid to fix anything. That was the extent of it.

But I object on the basis of hearsay. If this gentleman isn't here for me to cross-examine him about it, I think it's hearsay.

THE COURT: Was there any monies paid for repairs or replacements or anything, to Pardee pursuant to this document?

MR. MURPHY: No, Your Honor.

THE COURT: Okay. I'm going to exclude the document on the basis of hearsay.

MR. MURPHY: Okay. Yes, Your Honor. And Your Honor, and I think there was testimony about replacing the system, so based on that, Your Honor, you'll still exclude, Your Honor?

THE COURT: Yes.

MR. MURPHY: Okay. Thank you, Your Honor.

Your Honor, I have nothing further.

THE COURT: All right.

MR. CISA: Nothing, Judge.

THE COURT: You can step down, Mr. Weddle.

THE WITNESS: Thank you, sir.

THE COURT: Call your next witness.

MR. MURPHY: Thank you, Your Honor. Your Honor, the next witness that I'm going to call is Beth Weddle. Your Honor, we have photos, but some of these photos have handwriting on it. What I can do, Your Honor, before they are placed, if they are admitted into evidence, before they're placed in to you, I will make sure -- Frank, would that be good if we just white it out or I could

probably cut it out?

MR. CISA: Yeah. I don't know what her testimony is going to be. But I object -- I don't have any problem with you redacting out the notes on the documents. I don't know if I have another objection as to the pictures or not. If she testifies that she took them and she took them at a certain time, then I don't have any objection. But I don't know what she's going to say.

THE COURT: All right. So on its face, objection to the commentary or notations, which I think is appropriate. And reserving any objection as to authenticating the photographs for the testimony, as I understand.

MR. CISA: Yes, sir.

MR. MURPHY: Yes, Your Honor.

THE COURT: I don't know how y'all want to handle the redaction at this point. I want to understand, that the only photographs in front of me are to be those that have the notations on them, then I would be able to look at them, if it's out. I guess if, ultimately, taking it in with it being redacted, unless there's some reason for it to be included that you-all show me, I'll exclude that from -- exclude the notations from consideration.

We can do it that way, so we can move it along.

MR. MURPHY: Yes, Your Honor. And what I could do to redact it, Your Honor, I can just -- actually, just cut it out, Your Honor. It's not going to interfere with the photos.

THE COURT: Before they are submitted for, I guess, final -- you know, presented to the Court, for lack of a better word, have you redact that portion off. Unless, of course, for some other reason it comes in. Okay?

You prepared to go forward or do you need a break?

MR. MURPHY: Your Honor, we can continue, and then during the break, I can start cutting these out, Your Honor.

THE COURT: Okay.

MR. MURPHY: Your Honor, I'm sorry. Defendant would call Beth Weddle to the stand, Your Honor.

THE COURT: Ms. Weddle, come on up.

Ms. Weddle, do you swear to tell the truth, the whole truth and nothing but the truth, so help you God?

WITNESS: I do, sir.

THE COURT: You may sit down. Give the

court reporter your full name and spell your last name, please.

WITNESS: Well, I go by two names, Linda McGee Weddle and Linda Beth Weddle. But I prefer to be called Beth.

DIRECT EXAMINATION OF MS. LINDA WEDDLE

BY MR. MURPHY:

Q. Beth, your husband is Rick?

A. Yes.

Q. Okay. Now, do you currently work, right now?

A. I manage my property and I'm recovering from an injury.

Q. Okay. Now, when you say you manage your property, how many properties do you manage? Do you have one? Two? Several?

A. I own two homes. And this home on Foxborough, I purchased it myself, it's only in my name, in 1975. I used to be a Realtor, and my broker listed it and I liked it, so I purchased it.

Q. Okay. How long has the property been a rental property?

A. I bought my new home in 1980, and I started renting.

May I have a tissue?

Q. Yeah. Sure. If you need anything to drink or anything, let me know. Okay?

So purchased it -- are you still in that house that you purchased in 1980?

A. I am.

Q. Okay. Now, so the house in Foxborough became a rental, during that time?

A. In 1980.

Q. Okay. All right. Now, do you remember, in 2012 -- okay. I want to take you back to 2012. Let's take you back to, let's say, January of 2012, okay? Did you have a renter in your property at that time?

A. In 2012?

Q. Yeah, 2012.

A. Yes. My tenant moved in in 2008, Melissa. And she was there until December -- I think, December 2013. Her son had asthma and she had to move because of asthma.

Q. Okay. All right. So she moved. Okay.

Did you-all receive another renter after that, after she moved?

A. Yes. Melissa had lived in the home for a long time, so we had lots of renovations to do. And she moved because of the heating and air

conditioning.

MR. CISA: Your Honor, I would object on the grounds of hearsay to what the tenant might have told her.

THE COURT: Mr. Murphy.

MR. MURPHY: Yes, Your Honor. So I'll -- well, Your Honor, I would -- we'll probably strike that response, I guess.

THE COURT: All right. Stay away from the -- I'll sustain the objection. Stay away from hearsay, and avoid the questions that solicit hearsay.

THE WITNESS: I'm sorry.

MR. MURPHY: You're fine. You just can't testify to what any of your renters told you. Okay?

THE WITNESS: Okay.

BY MR. MURPHY:

Q. So you had a renter that moved out. Okay.

A. Uh-huh.

Q. You did some renovations, if I'm not mistaken, you just testified.

A. Yes.

Q. After the renovations, did you-all get

another renter?

A. Yes. May 14, 2014.

Q. Now, how long did that renter stay in the house?

A. He moved out in October 28, 2015.

Q. Okay. So if my calculations are correct, from 2012, you've had two renters in that property. Right?

A. Yes, sir.

Q. All right. Now -- this is, again, Plaintiff's 2, Day 1.

A. Yes, I have one.

Q. All right. Well, no -- you got to use this right here. Okay? All right?

Let me take what's in front of you. Okay?

A. It's my notes.

Q. Yeah. But you shouldn't have your notes in front of you. Okay?

A. May I say something? I have dyslexia, and I have my medical records to prove it. And I have posttraumatic stress disorder. And if I don't have them, it's going to be a problem.

Q. Beth, what we'll have to do, is when you testify, if you're going to rely on notes --

A. I won't look at them. I'll turn them over.

Q. Okay. Well, then, but Mr. Cisa -- if you want to rely on them, Mr. Cisa would have the opportunity to look at them. Okay?

Okay?

MR. MURPHY: I'm sorry, Your Honor, I just --

THE WITNESS: He can.

THE COURT: No problem. That's a correct statement. If she is going to use them on the stand, then Mr. Cisa is allowed to look at them.

BY MR. MURPHY:

Q. Are you going to use anything else?

A. No.

Q. Because Mr. Cisa has to have the opportunity. Okay?

MR. CISA: This is all you're talking about (indicating)?

THE WITNESS: Yes, sir.

MR. CISA: Okay.

BY MR. MURPHY:

Q. Now, do you recognize Day 1, Plaintiff's Exhibit Number 2?

A. Oh, yes.

Do I -- yes, I recognize it.

Q. Is that your signature on it?

A. No, absolutely not.

Q. Okay. Do you know how your signature came about on that document?

A. I found out -- on March 15th, Mr. Sires told me that he had my son -- my husband sign it. And I got angry with him. He knew I owned the home and that -- he knew I was using Mills Brothers. I even showed him Mills Brothers contract and explained it to him.

Q. Okay. All right. So during this period of time -- you mentioned Mills Brothers -- were you considering replacing or doing some work on the rental property?

A. No, not then. I had talked to Mills Brothers about replacing my unit, because it wasn't working very well downstairs. I was nursing it. And he was going to replace that unit first.

Q. Okay. And when you say "my unit" --

A. At my home.

Q. We just need to -- okay --

A. At my residence, that I live in.

Q. All right. So, but then, at one time,

did you decide to replace the unit over at the rental property?

A. No, I didn't decide.

Q. Okay. Did you at one time get quotes for people to replace it?

A. I got a quote in -- on the -- on December 1st, Mr. Mills came over and he -- I liked him because he had an article in the Charleston magazine and he -- he was very helpful. And his men came, his installers, who work for him, and they climbed through the attic. And they told me --

MR. CISA: Objection, Your Honor.

THE WITNESS: I can't say that. I forgot.

I can't say that, even?

MR. MURPHY: No. No. Whatever somebody told you, like the Mills Brothers, you can't testify to. Okay?

THE WITNESS: Well, they said they would give me a contract.

THE COURT: Ms. Weddle, don't tell us what anybody else said, just what you know.

THE WITNESS: Okay.

BY MR. MURPHY:

Q. So Mills Brothers came out there. Okay.

A. And their installers.

Q. And their installers.

Okay. And you mentioned December. What December was that? What year? Sorry.

A. It was December 6, 2001 [sic], the first time I met them. And then I met him at his office in December 7th, I think, and he gave me a proposal.

Q. Okay.

A. But he had to do a Manual D and a Manual J.

Q. Okay. Now you mentioned 2001. Are you correct on that date?

A. No. It's 2011. Thank you.

Q. All right. Okay. So Mills Brothers came out. Did any other air conditioning companies come out to the rental property during that time?

A. Yes, sir.

Q. Okay. And who was that?

And now remember, you can't testify to what they said. Okay?

All right. Who came out?

A. Tri-County Heating & Air. And he gave

me a contract for a three-and-a-half ton unit.

Q. Okay. Anybody else?

A. Yes.

Q. Okay. Who else?

A. My next door neighbor was leasing the home and he said that he had a friend -- is that hearsay, too?

BY MR. MURPHY:

Q. Yes, it is.

Who else came out to the house?

A. Mr. Sires.

Q. So Mr. Sires came out to the house. Do you remember when that was?

A. Yes, I do. Exactly.

Q. All right. When was that?

A. December 6th.

Q. All right. Now, you testified previously, December 6th. Would that be 2011?

A. Yes.

Q. Okay. All right. Well, what happened there, with Mr. Sires coming out?

A. Well, he agreed that the return should be put centrally in the foyer part of the hallway, between the foyer and the den. But he did not agree that the unit should be put where I wanted

it, which was over the garage.

Q. Okay. All right. Now at that time -- at that time, was your husband with you?

A. He was.

Q. Okay. Did it come about who the owner of the house was when you met with Mr. Sires?

A. Yes.

Q. Okay.

A. I told Mr. Sires that I handle all the business and my rentals, and that I owned the house.

Q. Okay. And that was back in December 6th, 2011?

A. Yes, sir.

Q. All right. Now, how long did you meet with Mr. Sires that day?

A. Fifteen or 20 minutes.

Q. Okay. Did you-all go up to the attic or did you-all just remain --

A. No, we didn't go in the attic.

Q. Okay. Now, at the end of that 15 -- at the end of that, what I'll call -- say, visit, did you contract with Mr. Sires?

A. No, I didn't. I showed him my contract from Mills Brothers.

Q. All right. Did you-all discuss what type of unit tonnage that you would like?

A. No. I told him that a Manual D or Manual J had to be done, and he saw that on the Mills Brothers' contract.

Q. Okay.

A. Mr. -- it was a toss up, about a 3-ton all along, with the house.

Q. All right. Now, so Mills Brothers, Mr. Sires came out, and I think you mentioned Tri-County, and I apologize if I'm incorrect. Anybody else come out?

A. There was my -- I was looking at a Goodman, because it was rental property. And All Star came out and they said I needed a 3-ton, for sure.

Q. Okay.

MR. CISA: Object to the hearsay.

THE WITNESS: Sorry.

THE COURT: I'll not consider that answer.

Ma'am, again, don't tell us what anybody else says.

THE WITNESS: Judge, I'm doing my best. I am sorry.

BY MR. MURPHY:

Q. All right. So you had multiple people come out. All right. Now let me fast-forward you a couple of months to, let's say, February -- February of 2012.

I'm sorry. Can I see that real quick, please.

(Document tendered to Counsel.)

Q. During March of 2012, did you take -- were you away from your house for some time?

A. Yes. I'm not able -- was not able to drive then. I hadn't had one of my surgeries, so I was staying over at my granddaughter's house.

Q. Where does your granddaughter live?

A. Well, that house on Wicks Avenue is where my son lives, so that's where my granddaughter lives.

Q. How -- how long were you -- like in March -- March of 2012, how long were you away from your house?

And when I'm talking about your house, I'm talking about the house in North Charleston.

A. Well, I went over there -- you want an exact date?

Q. Were you gone one day? Two days? Five days? Seven days?

A. I went there, I believe, on the 25th, or the 26th, but I'm not exactly sure. If you give me a calendar, I'll know.

Q. 26th of February, or March?

A. March.

Q. Okay. Now, when you were away -- and exact dates -- if you know the exact dates, that's great, but I'm more concerned with the time period that you were away from your house. Okay? I'm talking about the house in North Charleston.

A. Uh-huh.

Q. How long were you away?

Because you mentioned you were over at your granddaughter's house -- your son. Anywhere else that you went to during that time?

A. Yes. My cousin took me to Beaufort on the 29th.

Q. How long were you in Beaufort?

A. Only for the day.

Q. And you eventually came back, and you were back in your residence. Right?

A. No. I had to pick up stuff that was in my son's freezer, some shrimp, to take to Sumter.

So I stopped by there before I went to Sumter.

Q. All right. But you eventually made it back to North Charleston and your house. Right?

A. Yeah. On the 8th of -- 8th of March.

Q. Now, I handed you back the Plaintiff's 2, Day 1, the contract, which if I'm not mistaken, you testified that's not your signature.

When did you first learn of that document?

A. Whenever I got home, on the 8th. My husband showed me a blank copy with a glossy finish and it was dated for the 7th. And so he didn't tell me all of what happened, he just showed me that. And he told me that Mr. Sires had told him that he was getting a upgrade from a builder's model, and he hadn't done a contract because he had to get the upgrade, if he was going to be able to get it, and put the serial numbers.

Q. When you saw that document, how did you feel?

A. Well, I was extremely angry.

Q. Okay. Did you authorize your husband to sign your signature?

A. No, I did not.

Q. Okay. Did you have any intention of contracting with Carolina Comfort to replace the HVAC or ducting system in your house?

A. Absolutely not. I wasn't using them. He has subcontractors, anyway.

Q. All right. Now, when you returned --

A. Yes.

Q. -- and you saw that --

A. Right.

Q. -- okay -- did you go over to the rental property?

A. I had a family reunion. My two cousins come with me, Gloria and Nancy. We went on the 9th. My husband told me that the inspector -- he didn't tell me everything. He did tell me that the inspector came on the 8th. And there was nothing for me to do. And I called my brother, and I had sent out a "don't put a lien on my property letter." I have got my letter here. It's in evidence.

Q. Let's do this: When did you go out -- when you returned, okay, and you went out to the rental property, okay, do you remember when you went out to the rental property?

A. Yes. I called Robert on the 10th, and

that was my tenant, and he said he had gotten the flu.

I can't say that, though, can I?

Q. All right. When did you go out to your rental property?

A. Okay. He let me come on Monday.

Q. Do you remember the date?

A. Well, Saturday is the 9th, Sunday is 11th -- well, if Monday is the 12th, that's the day.

Q. All right. So you go out to the property. Okay. When you went out to the property, did you go inside the house?

A. Yeah.

Q. I'm talking about the rental property.

A. Yeah. Yeah.

Q. Did you go upstairs, in the attic?

A. Yeah.

Q. Okay. Now, when you went -- let me start at the bottom. Okay.

Well, is this a one-story or two-story house?

A. A one.

Q. Okay. So you went inside the house, what did you -- what did you observe inside the

house?

A. There was a vent down in the third bedroom -- it wasn't all the way down, it was just hanging a little bit. I saw that the screws ran at an angle -- angle. And --

Q. Okay. When you say the screws were in at an angle, what are you describing? Was that the refrigerator or was that the --

A. The screws in the grill. The screws in the grill were at a angle.

Q. All right. Okay. What else did you observe?

A. He didn't put -- Clint Sires, the day I spoke to him, I told him the return went in between the -- in the ceiling, in between the den and the foyer, and he didn't put it there. And he didn't put a register in my kitchen. He didn't put -- well, they're called return grills. He didn't put one in my kitchen, and he didn't put one in my foyer. And my living -- not my living room, but my laundry room.

Q. Okay. Now --

A. I went outside, and I was so angry because the unit was lower than it had been before and had been put in the middle of my shrubberies.

And I told my husband -- is that okay?

I read that Trane coils are hard to clean.

MR. CISA: Objection, Your Honor, to what she's read and testifying about.

THE WITNESS: Okay. I'll just say this: With Trane coils, sir, you -- they get dirty easy.

MR. CISA: Object. She hasn't been qualified as an expert on HVAC. I object to opinions or testifying about how to install Tranes or things of that nature.

THE COURT: I'm going to exclude her opinions, because Mr. Cisa is correct, she has not been qualified as an expert to render any opinions. She can testify as to her observations.

MR. MURPHY: Personal observations.

THE COURT: Yes, sir.

MR. MURPHY: Thank you, Your Honor.

BY MR. MURPHY:

Q. Okay. Now, you've mentioned the return in the foyer, the registers were not placed, and that was based on conversations that you had with Mr. Sires back in December of 2011. Correct?

A. Yes.

Q. At that time, though, you did not contract with Mr. Sires to place a system in your rental property. Correct?

A. No.

Q. Okay.

A. Could we go back to the stand?

Q. Okay. Prior to you entering the house -- and we'll get to the stand. Okay.

Prior to you entering the house, okay, had you contracted with Mr. Sires, in this case Carolina Comfort, to put a system inside your rental property?

A. No, I didn't.

Q. Okay. All right. So let's go back to the stand. What were you saying about the stand?

A. When I met with Mr. Sires -- can I say what I told him?

Q. Yes.

A. I told him --

Q. It depends, but go ahead.

A. I told him that I didn't like those coils on a Trane because they get dirty, like a Christmas tree. And I wanted that -- and I told him my old unit had lasted so long because it was up above and it was elevated, and so dirt and

debris and the dogs didn't urinate on it, so it lasted a long time. And he said that with the Trane, you can clean them with a quill cleaner. And I said, yes, I read that in the brochures and the literature that I had gotten on the American Standard from Mills Brothers -- that's not hearsay.

I definitely have always -- since I had purchased and put units in my home -- you can go to my own home, my house on Wicks Avenue, and that one in Goose Creek has always had a high, elevated stand. And it's moved out from the eaves so that the water does not go in it. But that's not the worst of the reason. It's because if water gets in it during the winter, my tenants call me over there because the ice will freeze in there and make a horrible noise. And whenever it -- vapor comes up, it scares them and they think something is going on. Okay.

So I always have it moved out, away from the house. Because, also, I have a water problem there and the brick gets nasty and dirty.

Q. And if I'm not mistaken, I think some photos were previously entered into evidence concerning the position of the stand. Correct?

A. Yes, sir.

Q. Okay. Now, during this -- during this time, okay -- and again, when I say "during this time," 2012. Okay?

We're talking about when you first entered -- first entered the house, okay, upstairs, and then the attic. During your -- or how many times did you visit the house, rental property, during this time? Roughly.

A. I need you to repeat that. I'm still on that stand.

Q. Okay. All right. During this time, how many times did you go out to the rental property?

A. From the day I went to see it, the first day?

Q. Yes.

A. Okay. I thought -- back up a minute. I went in the attic, and I was so disturbed by that OSB board --

Q. Okay. So --

A. -- and it was put on old wood. And the proposal that my husband had gotten was all new wood and it was not located over the garage.

Q. When you say it "wasn't located over the garage," what do you --

A. The air handler.

Q. Okay. Now, keeping you in the attic, did you observe anything else during your first visit up in the attic?

A. Yeah. My husband wanted the -- because of my disability -- I have a disability in my arm and my neck, it's easier for me to crawl up underneath the ducts. I wanted the ducts put up as high as they could go, like my ducts were before. And they were on the floor of the ceiling joist. And he had them, like, 18 inches apart and all these ducts running off the last end and you couldn't -- you had to take a -- cut through the house in order to get back to the bedrooms. And there was a split in the insulation. And I looked at the boots, and he had masticked [sic] and didn't use a foam fill that was on that proposal. And they had cut little pieces of 2-by-4s and didn't frame in the boots. And that's when I had my husband -- because they had not put back ceiling boots, I knew. Then, I didn't have ceiling boots.

Q. Okay. What type of -- do you know what type of boots were put in?

A. Floor boots. When he took down the grills.

Q. Okay. Now, did you -- you mentioned boots. Did you personally inspect the boots that were in placed at your house?

A. I did.

Q. The rental property. I'm sorry. Okay. What did you observe?

A. Well, my husband pulled the one in the living room first, and that had mastic coming out of it and black stuff on it. And then the dining room, it had -- it was -- they were just crooked. All -- just every one he was pulling was crooked. And that one in the dining room had a hole on the inside of the boot. A big hole. And they had put duct tape -- not -- yes, just duct tape. They had brought the duct tape and wrapped it around these floor boots, and they weren't flush with the ceiling. And you never put duct tape and bring them into the house like that. Duct tape is not to be put on metal. And he put that on metal.

MR. CISA: Your Honor, I object to this testimony. She hasn't been qualified as an expert.

THE COURT: All right. I'll sustain the objection.

Mr. Murphy, move it along as far as questions and responses. Don't elicit the opinions

relative to the quality of the workmanship, other than observations.

MR. MURPHY: Yes, Your Honor.

THE WITNESS: I think I should tell the Court something. I have been in real estate and property management. I got my license in '74. I have been managing properties. And my parents owned rentals. My family are civil engineers/home builders.

BY MR. MURPHY:

Q. Let me -- are you a civil engineer?

A. No.

Q. Are you a mechanical engineer?

A. No. Okay. I'm not an expert.

Q. All right. So what this is, we have just got to watch the opinion -- the opinion testimony that gets into expert opinion. Okay?

So let me just go back -- let me go back here. Did -- after your observations, did you have any contact with Mr. Sires?

A. Yeah.

Q. Okay. Was that face-to-face or by phone?

A. No. By phone.

Q. All right. When was the first time

that you talked with Mr. Sires?

A. I tried to get him to come out whenever we came out --

Q. Okay.

A. -- to do -- look at it. And --

Q. When was that?

A. I think I told you it was the 11th, that I went over there.

Q. Okay. So what you just testified to, of what you observed, you tried to have Mr. Sires, or you invited Mr. Sires over.

A. I did.

Q. Okay. Was anybody else supposed to come over with you-all?

A. No. But I did call the building inspector on the 13th, and he came out. Well, I called him up on the 12th, whenever I saw that mess and I asked him to come out. And I asked him who inspected it, and he said, some lady. I forget her name.

Q. Now, when you contacted Mr. Sires, during that conversation, were there any discussions about what you saw at your house?

And when I say "saw at the house," I'm talking about the boots or the system or the stand.

A. Yes. He told me -- I can say that -- he told me that it was code -- okay -- with code, to leave that stand where it was. And he told me that he had decided that instead of using the foam-filled, he was going to use mastic. And he said that it was his decision to put the OSB board. And that my husband had said that it was okay to put that air handler where he put it, because it was centrally located.

And I said, it's not okay with me. But, it was there. I told him that there was a huge hole in the -- where the old return was that was a fire -- not -- was a human hazard. And that if there was a fire, the fire could go straight up through that big ole opening and the house could burn down.

Q. Okay. Now, at any time did you discuss with Mr. Sires what had to be corrected at the house?

A. I did.

Q. All right. And I'm going to show you these -- do you recognize those punch-out lists?

A. Well, on Number 3, we thought that --

Q. Well, do you recognize?

A. Oh. Yes.

Q. Okay. You recognize those. Okay. And those are punch-out lists. Did you have a hand in preparing those punch-out lists, like preparing those?

A. I'm the only one that could go in the attic. My husband couldn't. So I had to see that stuff, so I had to do it.

Q. Okay. All right. And those were provided to Mr. Sires?

A. Well, Mr. Sires wouldn't meet with me, so I give these to Mr. -- oh, I forgot his name -- Bob Yarnell and Simons from the Building Inspection Department of the City of Goose Creek. And he assured me he would get it to Mr. Sires.

So Mr. Sires called me on the 15th, and he was mad that I had gone to the building inspector. He had received the list, plus I had placed it into the mail, in case Mr. Yarnell did not.

Q. Okay. All right. To date, anything on that punch-out list or both those punch-out lists, have they been completed by Mr. Sires?

A. No. Mr. Sires told me before -- on the phone before, whenever I talked to him, that it would be $3,500 for him to redo the boots

because -- and that we would have to cut out the sheetrock ourselves and have the repair done ourselves; that he was not going to do anything but to put the ceiling boots in, which -- magic boots, which I wanted.

Q. Now, at any time did you offer Mr. Sires to come -- come remove the equipment that he placed in your rental?

A. He brought it up first, and I said, great, I want you to, thank you; if you're not going to fix it, I'm not going to pay you; you can't make another contract of $3,500, because that's why you were there to start with, to look at what needed to be done.

Q. Okay. Now, do you recall when that was?

A. What, the conversation?

Q. I'm sorry. The conversation.

A. We had lots of conversations. And no, I don't remember any of them. I meant, the dates. But I know what we talked about.

Q. And during one of those conversations it was discussed to come get the installation or what was installed at the rental property?

A. Yes. And he said he would.

Q. Now, when did you stop receiving mail at the rental property?

And when I say "rental property," again, that's Foxborough.

A. I stopped receiving mail in 1980.

Q. Okay. Where do you receive all your mail?

A. I receive every bit of my mail at my home, where I live, 5883 Ryan's Bluff Road.

Q. Do you have any mail that's forwarded --

A. Absolutely not.

Q. I'm sorry.

Do you have any mail that is forwarded from the rental property?

A. No. And if you do, you have to update it. Which I never do, anyway.

Q. Okay. All right.

A. There's a business reason for that.

Q. Now, did you ever receive notice of a mechanic's lien on your property being mailed to you?

A. Falcon Express brought something to me in May.

Q. May of what?

A. May of 2012. But Mr. Sires had already told me, that on the 2nd, he put a lien on my property. Well, he told me he was going to.

Q. Okay.

A. Because I called him and I told him that I did not want him putting a lien. I wanted him to get his equipment.

Q. Now, when you say "Falcon," would that be this -- do you recall if that was that present action, or do you remember what Falcon served on you?

A. A lis pendens and a complaint. And something else. There was a statement of accounts, which was addressed to Foxborough Road, and there's -- the house is on Foxborough Road, but it said Foxborough Street, and there's no Foxborough Street.

MR. CISA: Your Honor, can we take a short break just to go to the restroom?

THE COURT: Certainly. Let's be back in here -- 15 minutes, okay? Ten till. And then we'll -- how much longer do you anticipate for on --

MR. MURPHY: Your Honor, I just have photos. And during the break, Your Honor, I was

going to start getting these ready.

THE COURT: How long do you think it's going to take?

MR. MURPHY: Your Honor, if I have a pair of scissors, I can probably get through all of them, Your Honor, during the break.

THE COURT: I mean, in order to authenticate them and the rest of your direct examination, is what I was asking?

MR. MURPHY: Your Honor, I would imagine, probably no more than an hour.

THE COURT: Okay. All right. We'll see what happens. We'll come back in -- thank you for bringing that to my attention, Mr. Cisa. We'll come back at ten till and do what is appropriate. Okay? Thank you.

Ms. Weddle, you can step down from the stand. You're not allowed to discuss anything with Mr. Murphy. Okay?

THE WITNESS: I won't speak to anyone.

(A recess transpired.)

THE COURT: You-all ready to resume?

MR. MURPHY: Yes, Your Honor. I'm a good ways through the photos, Your Honor. These are good. The rest, Your Honor, what I'll just do

is afterwards, depending, I'll redact those as well, Your Honor.

THE COURT: Okay. Before I get them, that would be great.

All right. Ms. Weddle, you're still under oath. Did you talk about the case during the break?

THE WITNESS: No. No, sir.

THE COURT: Okay. Good deal.

Mr. Murphy?

MR. MURPHY: Thank you, Your Honor.

BY MR. MURPHY:

Q. Ms. Weddle, I think you were testifying that Falcon Express -- was that May of 2012, that you were talking about Falcon Express?

A. Yes.

Q. Okay. And at that time, they served you -- what did you say, a lis pendens, with a summons and complaint?

A. Yes.

Q. And attached to that, I think, was an accounting? Or a statement of accounts? I'm sorry.

A. Yes.

Q. Okay. Now, prior to Falcon Express,

did you ever receive notice, as the owner of the property in Goose Creek, the rental property, did you receive notice of a mechanic's lien?

A. No, I did not.

Q. First time that you learned of anything was when you were served with the lis pendens action?

A. The very first time.

Q. And I think you testified that you have not lived at that property in Goose Creek since 1980, I think?

A. That is correct. And I got a letter, which I gave to my attorney, from the postmaster who verified that I had not ever put in a change of address and that if any mail came to my address at my rental, it would be sent to sender -- returned to sender.

Q. Okay. All right. Now, and prior -- prior to receiving this lis pendens action, okay, that you were served with, did Mr. -- do you know if Mr. Sires had knowledge that you were the owner of the rental property in Goose Creek?

A. He knew that the first day I met him.

Q. All right. Now, you testified about

certain things that you observed at your house. Okay. The boots, the stand, I believe the placement of the air handler. Okay.

Now as -- I'm going to hand you some photos. And when I hand them to you, I just want you to go through all of them. Okay? As you go through them, I'm going to be with you, just to make sure that I redacted everything. Okay?

And before -- I just want to see if you recognize these photos. Okay? All right?

MR. MURPHY: So these Are Defendant's Exhibit 2, Day 2, -- and, Your Honor, what I did and I already notified Mr. Cisa. I did, like, 2A, and these will be through 2X.

So Day 2, 2-A through 2-X. Okay.

(DFT. EXH. 2, Day 2, Photos marked 2-A through 2-X, was marked for identification.)

THE WITNESS: I'm not sure if the contract is in that.

BY MR. MURPHY:

Q. Don't worry. So if you can look at those. Okay.

A. And what is it you're wanting me to do?

Q. Just look through those and see if you recognize those photos.

A. I absolutely do.
Q. Okay.
A. I took them.
Q. Okay. Well, look through the -- all of them.

Yes. Look through all of them.

A. I did.
Q. Okay. So now, and I think, prior to looking through all of them, you made a statement that you took them. Okay?
A. I did.
Q. Okay. So looking at all of those photos, did you take those photos?
A. Yes, sir.
Q. Okay. All right. And in a broad sense, what are -- do those photos show? What are they pictures of?
A. Well, in an exact thing, the very first one, is my condensation line is supposed to be wrapped with insulation, only half of it isn't.

MR. CISA: Object to this line of testimony, Judge. She hasn't been qualified as an expert. She says "it's supposed to be," but she's not an expert.

I move to strike the answer.

MR. MURPHY: Yes, Your Honor, that would be proper.

THE COURT: Again, Mr. Murphy, she can testify certainly as to her observations.

Ms. Weddle, just as a reminder, you can testify as to your observations, but not your opinions to the workmanship, because you haven't been qualified as an expert. Okay?

Ms. Weddle?

THE WITNESS: Yes, sir.

THE COURT: Okay.

BY MR. MURPHY:

Q. Beth, those photos you have in front of you, you took them. Correct?

A. And there was a reason why I took -- which one?

Q. You took those photos, correct?

A. Yes.

Q. All right. You took those photos.

Do you remember when you took those photos?

A. Yes.

Q. Okay. When did you take those photos?

A. I took these photos, some of them, in 2000 -- on May -- okay. Some of these

photos -- photographs, I took May 21st, 2014. Let me make sure that these are some of them.

Nope, I don't have those ones up yet.

Q. All right.

A. Okay.

Q. Do those photos show -- do those photos show -- you testified previously concerning, like, the boots, the outside stand, the ductwork. Do those photos depict some of your personal observations?

A. No. Those photos are the ones that are sitting there, 2012. And they were photographed -- scanned in.

Q. Okay. Without getting into opinion testimony -- okay, without getting into opinion testimony, what do those photos show that you took, that you're holding right now?

A. This -- this shows mold and the lack of mastic and the -- my boots that are on crooked, that are just masticked to the sheetrock; it shows torn insulation; it shows duct tape, which does not have mastic on it; it shows my refrigerant line not hanging from the ceiling, secured like they're supposed to; it shows -- did I say mastic that's not -- no mastic on the duct tape. Which -- I

guess I can't say the manufacturer doesn't allow --

Q. No, you can't.

A. Okay.

Q. Now, you, personally, took those photos?

A. I did. And I took them because the ducts are too close together.

Q. All right. Now, and those photos were taken where?

A. In the attic.

Q. Okay. Attic of?

A. At 155 Foxborough. And I took it because there is rust and there is collars that aren't sealed; there's no screws; and the take-off collars and the return intake, and there's -- like this (indicating), there's holes.

Q. Okay. Let me see the photos. Let me see the photos. Let me see them all.

A. Well, I'm not finished saying what all is here. There's -- this group is to show the lines weren't hung. And mastic and --

Q. Beth, to the best of the our ability, we need to go through -- the purpose is for you to, if you can, recognize those photos; generally, what those photos are, and when you took those. Okay?

A. Deteriorated, damaged ductwork. And ductwork that's on the ceiling floor.

Q. Okay. All right.

MR. MURPHY: Your Honor, at this time, defendant would move Defendant's -- this would be Day 2, Your Honor -- Defendant's Exhibit 2-A through -- bear with me -- X, into evidence, Your Honor.

THE WITNESS: And the boots that are lopsided and not flush with the sheetrock.

MR. CISA: Your Honor --

THE COURT: Hang on, Ms. Weddle.

Mr. Cisa, any objection?

MR. CISA: I would object, unless she can testify as to when they took the photographs. She started to say she took them on May 21, 2014, then I think she withdrew that and said, no, these --

THE WITNESS: Because these aren't the ones --

THE COURT: Ms. Weddle -- Ms. Weddle, hold on.

MR. CISA: I would object unless she can testify to when she took the photographs.

THE WITNESS: Well, now --

THE COURT: Ms. Weddle, you got to stop talking. Okay. Let me handle this. Okay.

I agree, Mr. Cisa. We probably need some specificity, Mr. Murphy, as to the photographs, as to when they were taken, because I think that's relevant to the situation.

MR. MURPHY: Yes, Your Honor.

BY MR. MURPHY:

Q. Beth, what I'm going to need you to do, Beth -- okay? If you look at the back of each photo. Okay? Here -- go all the way down to the first one. Okay?

A. I can write the dates on these.

Q. Well, all right. You got Day 2, Defendant's Exhibit 2-A, all the way through. Okay? So if you can look at them and tell the date when you took that photo -- say the date, if you can, when you took that photo.

A. I know exactly what date.

Q. So tell us the date.

MR. MURPHY: And, Your Honor, if she can write it on the back, would that be -- Frank?

MR. CISA: If it would make it easier for you, Judge, it's fine with me, whatever you prefer.

THE COURT: That's probably a good idea. Then, I don't have to keep track. If you can -- Ms. Weddle, if you can put the date that you took them on each one, as you're going through them in response to the question, or just as you go through them, that would help us out. Okay?

THE WITNESS: Okay.

MR. CISA: Judge, I would like her, if she would, to testify to when she took them, so at least I'll know when they were taken.

You understand what I'm saying?

THE COURT: Go through each one of them, put the date on the back.

THE WITNESS: I have a question. I wasn't explained that I had to group them in dates and put the dates, so they're mixed up.

BY MR. MURPHY:

Q. Beth, if I'm not mistaken, you have four photos --

A. And all four of the very first ones was taken on 11/5/2015.

THE COURT: Help us out. Call out what they have been identified as and the dates, and then put it on the back. That way we can all keep track. Okay?

THE WITNESS: Okay. It's showing ducts. It's showing a big cutout --

MR. MURPHY: Your Honor, may I assist? Not into testimony. Just dates -- putting dates on there, if she identifies, just to speed this up? I don't want to overstep. I'm just trying to --

MR. CISA: I think what His Honor is saying, is if she could call out the exhibit number and then tell us the date, and then she can testify, maybe, to what she's trying to show.

THE COURT: Call out -- Ms. Weddle, call out each photograph, call out the exhibit identification number, tell us what date that the photograph was taken --

THE WITNESS: Defendant's --

THE COURT: Hang on. -- and then after you have called out that date, then write it on the back of that. Then we'll go on to the next one. Then after we get done with that, then we'll come back and you can identify what you observed or what might be important that you want to tell me about each photograph. Okay?

We're going to do it in two steps. Okay?

THE WITNESS: Yes, sir.

THE COURT: Okay.

THE WITNESS: And if I forget, if you would remind me, I would appreciate it.

THE COURT: Absolutely.

THE WITNESS: Okay. Defendant's Exhibit 2, Day 2; November 5, 2015.

Exhibit 2-B, Day 2; November 5, 2015.

MR. MURPHY: Now, are you putting the dates --

THE WITNESS: I am.

MR. MURPHY: Okay.

THE WITNESS: Exhibit 2-C, Day 2; November 5, 2015. I had an appointment -- I'm sorry. And if you give me a calendar -- I made them on a Thursday. I'm just wanting to make sure that Thursday --

THE COURT: You just testify as to your best recollection.

THE WITNESS: It might be the 6th was Thursday. Could somebody just tell me if the 6th --

THE COURT: No, ma'am.

THE WITNESS: When was the 6th?

Okay, it was the 5th. Well, on exhibit -- Your Honor, 2-D, Day 2 -- am I supposed

to tell you later?

THE COURT: All I want now is the date.

THE WITNESS: Okay. The picture of the return box --

THE COURT: Don't tell me what's in the picture.

THE WITNESS: Well, that one.

THE COURT: Ma'am -- ma'am, -- ma'am, we're just going through them so you can establish the date.

THE WITNESS: Well, that was one taken August 13th --

THE COURT: All right.

THE WITNESS: -- 13, 2015.

THE COURT: Okay. Write it down. Let's go on to the next one.

THE WITNESS: But the other three were taken on a different date.

You want me to write the three dates, since it's the predominant date?

MR. MURPHY: Yes. Yes, write the three dates. Again, just -- the Judge -- each individual photo has to have a date. And if there are three separate dates, four separate dates --

THE WITNESS: I've got you now.

MR. MURPHY: -- we need to know that.

MR. CISA: So you said August 13th, for one, 2015. What were the other dates that you wrote down?

THE WITNESS: Just those two.

MR. CISA: Trying to figure out what she's -- you said you had two different dates. August 13th -- what was the other date?

THE WITNESS: I'm sorry, Mr. Cisa. November 5, 2015.

MR. CISA: Thank you.

THE COURT: We got to get moving on these.

THE WITNESS: It's hard to know if I took them on the 3rd, because I took these during the 3rd and the 5th, only on those days. So if I put both dates, is that okay, Your Honor?

THE COURT: That would be fine. If you're not sure between the two of them, put between the 3rd and 5th.

THE WITNESS: That makes it so much easier, because that's where I'm having a problem.

MR. CISA: Is that 2-E?

THE WITNESS: I'm sorry, Mr. Cisa. 2-E, Day 2.

I might just put them on the floor, guys.

MR. MURPHY: Your Honor, if I may approach. I can put them on the table, here.

THE COURT: That will be fine.

THE WITNESS: They were really turning up.

MR. MURPHY: When she's done, did you want to look at them?

MR. CISA: No.

THE WITNESS: Okay. Sirs and ma'ams, on 2-F, Day 2, I'm going to put both dates, because it will take me a long time to try to distinguish, and I was given permission.

MR. CISA: What are the two dates?

THE WITNESS: I'm sorry, sir. I didn't say the dates.

MR. CISA: No, ma'am.

THE WITNESS: November 3, 2015. November 5, 2015.

MR. CISA: Thank you.

THE WITNESS: 2-H, Day 2.

MR. CISA: What happened to G?

THE WITNESS: There's something missed?

MR. CISA: She went from 2-F to 2-H.

Did you have a 2-G?

THE WITNESS: I have an F, here. I have a G. And I thought I said that one.

MR. CISA: What date did you put on 2-G?

THE WITNESS: 2-G, Day 2; November 3rd, 2015, and November 5th, 2015.

And I'm just going to do that on all of these. Okay?

So Exhibit 2-H, Day 2; November 3, 2015 and November 5, 2015.

On Exhibit 2-I, Day 2, I'm going to put 11/3/2015 and 11/5/2015.

On J-2, Day 2; November 3, 2015 and 11/5/2015.

Exhibit 2-K, Day 2; 11/3/2015 and 11/5/2015.

MR. MURPHY: Your Honor, may I ask a question of her? Because I believe these photos -- well, it appears either November 3rd or November 5th. So if she could probably look at the rest of them, if they are the same --

THE COURT: Or if they can be clustered together under all that same date -- certainly, you can ask that question.

BY MR. MURPHY:

Q. Beth, just finish up that one. Okay?

A. Uh-huh.

Q. And the remaining -- okay. Up until this point, okay -- up until this point, I believe -- and the last one was -- okay -- Defendant's Exhibit Day 2, 2-L, up until that point, we have November 3rd or November 5th. Okay.

Can you quickly go through the rest of those photos -- you don't have to flip them over, okay -- and determine whether or not those were either taken on the 3rd or the 5th, just as you have done the other ones?

A. Well, there's -- I'm going to put two dates, and I'll call it out. Okay. It's going to be three dates, now.

MR. MURPHY: Okay.

THE COURT: What are those three dates, Ms. Weddle?

THE WITNESS: August 13, 2015; November 3, 2015; November 5th, 2015.

And do you want me to write it on the back, Your Honor?

THE COURT: Let me ask it a different way. Are all the photographs that you have got,

the ones that you haven't marked yet, are they all -- were they all taken by you, either in August or in November of 2015?

THE WITNESS: Just one moment, Your Honor. This one -- this one -- this one -- this one -- sir, the ones that I'm looking at now were all taken on -- with the exception of these few that -- the ones in my hand, now, they were all taken 7/23/2014.

THE COURT: So do you have a stack of photographs that were all taken on that same date, 7/23 --

THE WITNESS: '14.

THE COURT: Do you have that stack?

THE WITNESS: Yes, sir.

THE COURT: Mr. Murphy, why don't you get that stack and call those out and mark those for that date, and we'll see if there are any other clusters that we can come up with?

MR. MURPHY: Your Honor, so again, these are all Day 2's. Day 2, Exhibit -- let's see -- would be 2-R, 2-Q, 2-P, 2-O, 2-S, 2-T, U -- 2-U, 2-V, W -- 2-W and 2-X, Your Honor.

THE COURT: All right. And the remaining photographs that you have in your hand,

Ms. Weddle, how about those?

THE WITNESS: Those are all November the 3rd, 2015 and November 5th, 2015.

THE COURT: Okay. Could you call those letters out for us, Mr. Murphy?

MR. MURPHY: Your Honor, this is Day 2, Defendant's Exhibit 2-M, Day 2.

Beth, on here -- I'm sorry -- you had three days here.

THE WITNESS: I called that one out, didn't I?

MR. MURPHY: Okay. Your Honor, I have Exhibit Day 2, Exhibit 2-N, and it has August 13th of 2015, July 3rd of 2015 and July 5, 2015, Your Honor.

THE COURT: So those are those dates. And the remaining ones she has in her hands?

MR. MURPHY: She doesn't have any others, Your Honor.

THE COURT: Does that cover all of them?

MR. MURPHY: Yes, sir. The first set of the photos.

THE COURT: Mr. Cisa, does that give you dates for all of those, A through X?

MR. CISA: I think it does, Your Honor. I think I have got it.

THE COURT: Okay. Go to Step 2, which will be if you want to elicit any testimony regarding those photographs, you can ask it now and we'll know what the dates are from what we have just -- just had testimony to.

MR. MURPHY: Yes, Your Honor.

And, Your Honor, I haven't written it yet, but I guess the 2-X, 2-W, 2-V, what date was this again, Beth, so I can just --

THE COURT: The 23rd, 7/23. And that was 2013, wasn't it, Ms. Weddle?

Ms. Weddle?

THE WITNESS: 2014.

THE COURT: Okay. I wrote it down wrong.

7/23/2014, Mr. Murphy, for those.

Is that correct, Mr. Cisa?

MR. CISA: I'm -- what I wrote down, Judge, is -- I think that is correct. V, W, and X, 7/23.

THE COURT: 7/23/14. I think we're all on the same page.

Go ahead, Mr. Murphy.

MR. MURPHY: Thank you, Your Honor, I'm just --

BY MR. MURPHY:

Q. Now, Beth, I'm going to hand you 2-A, B, C, D, and I think, if I'm not mistaken, I think this is actually through N. Okay? And you have those dates. Okay?

Now, remember, you cannot testify to opinion, you can only testify to personal observations; what you observed. Okay?

A. My fascia was cut out, a huge piece that's got to be repaired.

Q. Okay. And what exhibit is that?

A. Exhibit 2-A.

Q. Okay. All right. And just -- just go through just like --

A. Okay. I have to have that repaired. And then, I have to have foam-filled closed cell insulation put there. And I've got to get these code violations and manufacturer --

MR. CISA: Objection. Your Honor, objection to the code violations. She hasn't been qualified as an expert.

THE COURT: All right.

MR. CISA: And I object -- another

objection as to what she says needs to be done to correct any issue. I mean, she can testify to what she observes, but not what the fix is.

THE WITNESS: Okay. I got it, now.

MR. CISA: Object to her testifying to what the fix is or what -- or if there is a code violation.

THE COURT: All right. Mr. Murphy?

MR. MURPHY: Your Honor, I would think -- I mean, I can understand the code violation. But what she believes is going to require to fix it -- I think you don't have to be an expert for that. I mean, this is just her personal opinion, right now. But I understand with the code.

THE COURT: I think I agree with that.

Ms. Weddle, don't talk about the code violations or what anybody else said. You can testify as to what you have seen and what you may think needs to be done to fix whatever you think may be wrong in those photographs. Okay?

THE WITNESS: Okay, sir. I would like to get my refrigerant lines off the top of the ducts, whenever they're replaced. I want them hanging from the ceiling.

BY MR. MURPHY:

Q. Okay. If you can keep on going.

A. Well, these are all the damaged insulation, that I would like my vapor barrier fixed when I -- I don't know how to do this the right way.

I would like to get --

Q. Well, if you can grope -- sorry -- group the photos together.

A. This piece of wood, I've got an estimate to fix, that was cut. And I would like to get some screws put into my ductwork.

Q. All right. Let me go back. You mentioned damaged insulation. Okay. Is that reflected in these sets of photos right here (indicating)?

A. Yes, it is.

Q. Okay. All right. And that is 2-D, as well as 2-C. Okay.

A. I would like to get screws put into my ductwork -- I'm not keeping this stuff --

Q. Okay. All right. Did you observe any problems with these photos right here, 2-E?

A. Yes.

Q. Okay. What are the problems that you

observed in those photos?

And these are your personal observations.

A. My personal opinion, is I would want ductwork, which I always have had, with screws every six inches apart. And I would want my framing support for my ceiling roof -- roof decking, that wood, to be replaced. And I want to have R-8 installation -- insulation.

Q. All right. And that is Photo 2-E. Does that next photo reflect the same?

A. Well, in this, I would like to have a return box that doesn't have holes in it and huge gigantic gaps and --

Q. That is 2-F, if I'm not mistaken.

A. And in the return box, I would like screws put in it. And I would like to have R-8 installation, not R-6.

Q. And Beth, if you can go --

A. And the others are the same. It's the same, with the gaps. And this is in my return.

Q. Okay.

A. And on this picture, I would like not to have three ducts coming in this triangle like they are. And I would like to have mastic put

over -- mastic tape and not duct tape.

Q. Okay. And if I'm not mistaken, is that 2-L?

I'm talking about the Exhibit Number.

A. It is.

Q. 2-L. Okay.

A. And this one, I would like to not have the damper closed in with insulation, and I would like mastic -- well, there's two dampers that I would like to have the dampers open. And I would like to have hangers put on the duct, which is unsupported by a strap.

Q. Okay. All right.

A. And mastic -- did I say mastic put? And I would like the insulation to be changed to R-8.

Q. Okay. All right. So I guess, throughout, you would want R-8 installation [sic]?

A. Yes, I would.

Q. So that's 2-K.

A. On this one, I would like to have that refrigerant line taken from up underneath the duct. And I would like to have ceiling boots put in. And I would like to have mastic tape with mastic, or one or the other. And I would like to not have

rips in any insulation. And I would like to get R-6 insulation -- no. I would want R-8 insulation. And to have the mold removed from my attic.

Q. Okay. All right. So Beth, you only have a couple more. Look at each one of those, okay, and see if they are grouped the same. And that was 2-J -- testimony on.

A. I would like to have --

Q. Can you look at the rest, because you only have three more sheets of photos, if I'm not mistaken. Right?

So look at them all and see if you can't group them.

A. On these, you can just say ditto to what I've said. Is that good?

You want me to say it out?

Q. No. Do you want to add any further testimony with those photos, and grouping them together?

A. I don't think -- on the last one, I said I would like to have the dampers uncovered. And I would like the duct to be supported. It does not have a duct strap. And I would like to have ducts that don't have rust on them. And I would like these huge gaps -- I'd like to have the holes

not -- I would like to have metal ductwork without holes in it.

Q. Okay.

A. And to have screws put in the connections.

Q. So that was 2-H. That was 2-I. Okay. You're looking at 2-M, now?

A. Right. I would like to have insulation that is R-8 --

Q. You've already --

A. -- and I would like to have duct wrap that is covered with mastic and R -- mastic tape. And I would like to have ceiling boots. And I would like my ductwork to be removed from where it is, so it doesn't impede upon roof support systems.

Q. Okay. All right.

A. I would like to have my return box that's in the hallway masticked. It just had duct tape on it. And it has, in my opinion, not well constructed support system. And I would like to have R-8 insulation on all of these ducts. And I would like to not have straps cutting into my ducts. And I would like my ducts not to be 18-inches apart. I would like my ducts not to sit on the floor of my attic and condensate, that I've

got to put plastic up underneath them. I would like to be able to not have this congestion. I would like to call out this number, because I can't travel through this area.

Q. Okay.

A. It's 2 -- is that an N?

Q. Yeah. 2, as in November.

A. Yes.

Q. Now, Beth, what I'm going to do, okay, these are all grouped July 23rd. Okay? July 23rd. May not have to go through each one, okay, but that's up to you. Okay?

Can you group these together and what you observed? Okay? And again, these were noted July 23rd of 2014. Okay?

A. I would like to have ceiling boots that come down flush to my sheetrock. And I would like the mold to be removed from my sheetrock. I would like to have ceiling boots.

Q. Okay. Now, Beth, you've testified, okay, you want ceiling boots. Correct?

A. Yes.

Q. Okay. All right. So we'll -- that's noted. Those photos -- again, those are July 23, 2014. Okay?

Do they show a -- according to -- what do they show, grouping them together, okay, if you can?

A. Mold and floor boots.

Q. Okay. All right. Did you observe anything, in your opinion, wrong with the floor boots?

A. They're floor boots.

Q. Okay.

A. And they have -- they are wrapped with duct tape. Which, in those pictures, you'll see is deteriorated. And there is no support system to put the grills in. Since 2012, there's been no grills.

Q. Okay. What happened to the grills?

A. They're unsafe. You can't put them in. They fall out. And they rusted.

Q. Okay.

A. When we would get longer screws, they rusted. And I have them for evidence.

Q. Okay.

A. And the same thing for that one.

Q. Again, these photos are grouped July 23, 2014?

A. Same thing. I want to not have gaps in

my --

Q. Okay.

A. -- improperly installed ceiling boots.

Q. 2-S. Okay.

A. Thank you.

Q. You're welcome.

MR. MURPHY: Your Honor, at this time Defendant would move, Day 2, Defendant's Exhibit 2-A through, if I'm not mistaken, X, into evidence, Your Honor.

THE COURT: Any objection, Mr. Cisa?

MR. CISA: None, Your Honor.

THE COURT: So moved.

(DFT. EXH. 2, Day 2, Photographs 2-A through 2-X, moved into evidence evidence.)

MR. MURPHY: Your Honor, I do have some additional photos, Your Honor, but these do not have dates. We could do the same thing that we just did, which was, quite, frankly, pretty long. If the Court wanted to, I think we could break for lunch. Ms. Weddle -- I've already had these marked -- without any interaction from me or anybody else, she could review those and put the dates on them. If she remembers.

THE COURT: Mr. Cisa, any objection?

MR. CISA: None, Your Honor. I think that may speed it up.

THE COURT: Okay.

THE WITNESS: I'll do that while you guys have lunch.

THE COURT: So for the purposes of the break, she's going to take the photographs, the additional photographs you want to put in and she's going to identify those by the dates and put the date that they were taken, or range of dates if she's not exactly sure, on there, to the best of her ability. And then when we get back, you'll go through those photographs with her.

MR. MURPHY: Yes, Your Honor. And what I will do is, I'll also do what I've been doing, just redacting everything.

THE COURT: Taking the notes off.

MR. MURPHY: Yes, sir.

THE COURT: Okay. And then that will -- at that time, I guess, then, she would be available for cross-examination.

1:30? It's twenty till 1:00 now. You-all need more than that?

MR. CISA: I don't think so. I'll just run to Subway. That's --

THE COURT: Let's make it a quarter to 2:00 -- 1:45. A little bit more than an hour. I know it's -- but we do want to keep this thing moving along and keep everybody focused on it. You-all didn't come to Moncks Corner for lunch, I know.

So 1:45, we'll start right back.

Ms. Weddle, you're still under oath. You can take care of those photographs while you're at lunch, but don't talk about your testimony. Okay?

THE WITNESS: Yes, sir. I won't.

THE COURT: Okay. Thank you, ma'am. All right. We'll be at ease until 1:45.

Thank you, gentlemen.

MR. CISA: Thank you, Judge.

(A lunch recess transpired from 12:45 to 1:51 a.m.)

THE COURT: All right. Gentlemen, are we prepared to go forward?

MR. CISA: Yes, sir.

MR. MURPHY: Yes, Your Honor.

May it please the Court, Your Honor -- well, Ms. Weddle was still on the stand, Your Honor, so I'll call her again.

THE COURT: Ms. Weddle, come forward. So did you-all get everything squared away, as far as the photographs?

MR. MURPHY: Yes, Your Honor.

THE COURT: Ms. Weddle, you're still under oath. And other than to get the photographs squared away, did you discuss the matter with anybody?

Ma'am?

THE WITNESS: No, I didn't.

THE COURT: All right.

Mr. Murphy?

BY MR. MURPHY:

Q. All right. So Beth, prior to breaking for lunch, I showed you some photos. Okay. And we understand you put the date on those. Okay. I want to show you some more. Okay.

Now, what was in evidence was Defendant's Exhibit Number 2, and I want to show you what's been marked as Defendants Day 2, Exhibit 3-A through Z. Okay. All right.

Now, flip through all of them, okay, see if you recognize those. And if I'm not mistaken -- well, just look through them pretty quickly.

(DFT. EXH. 3, Day 2, Exhibits 3-A through 3-Z, were marked for identification.)

A. I have.

Q. Okay. Now, do you recognize those photos?

A. Yes, I do.

Q. Okay. Who took those photos?

A. I did. They're my --

Q. Okay. Now if you can look on the back of those photos --

A. Uh-huh.

Q. -- okay. Look on the back of the photos.

A. Uh-huh.

Q. Okay. Do those photos have dates on them?

A. Yes. And they're all correct.

Q. Okay. On each of those photos with the dates, what are the dates? Or why did you put the dates on there?

A. I was instructed.

Q. Well -- okay. Are those the dates those photos were taken?

A. Yes.

Q. Now, did you do you that on each and

every one of those photos?

A. I'm -- yes, I'm sure.

Q. Okay.

A. Yeah.

Q. Okay. All right. For example, what I'm holding right here is -- this is Defendant's Exhibit 3-A. Okay. And I have two dates back there, 11 -- sorry, November 3, 2015, November 5th of 2015. Is that indicating that's when those photos were taken, either on the 3rd or 5th of 2015, November?

A. Yes, sir.

Q. Okay. And you did that throughout each of those photos?

A. Yes. Uh-huh.

Q. I'm sorry. Was that a yes or no?

A. Yes, sir.

Q. Now, what do -- and again, in essence of time, we still have some additional witnesses and we're going to go till 5:00 today. With that understanding, can you group any of those photos and describe what those photos show, without opinion, with your personal observation?

A. Let me see. On this one, I would like to go -- I would like to just say something.

Q. Okay. Go ahead. You can testify.
A. Okay. On this photo, is of my plenum. And I took this because I wanted it in evidence, because it's not installed properly.
Q. All right. Is that, if I'm not mistaken, 3-A?
A. It is.
Q. Okay. And you personally took that?
A. I did.
Q. Okay. All right. So let's just continue because --
A. And there's also rust.
Q. And again --
A. Now, I'm going to try to group them.
Q. Try to group them. Thank you.
A. Okay. You want me to talk now?
Q. Please. Yeah. Please.
A. Okay. I took these to show that the -- that I have R-6 insulation and not R-8, which I was supposed to have. And I took them to show that there's duct tape on the ducts. And I took them to show these huge gaps on my supply side of my air handler, the right side. And there's not screws, and there's bent screws.
Q. And that's 3 BRAVO, 3-B, and 3 CHARLIE.

A. And there's condensation on them.

Q. I'm sorry. What was that?

A. There's condensation. And on my return air handler, in the plenum, up underneath, I get water in my pan. So I checked it, and there's no insulation, two inches up underneath there. You can't -- you can't get it done because the air handler is only six -- it's not six, it's only three inches high.

Q. Okay. All right. And again, see if you can group any of those. Okay?

A. Okay. I took these two pictures to show the huge gaps on the right side of my main trunk line, because there's huge holes with rust, there's deteriorating duct tape, which is all crinkled up, and there is rust and ripples in the duct connection. It's not -- it's just wrinkled up.

Q. And that's 3 --

A. And there's no screws in some of it.

Q. And that is 3-D and E, if I'm not mistaken.

A. Right. But this is the right side of the air handler, going into the plenum.

Q. Okay.

A. I have to break it up, because these are in different areas.

This is on the left trunk side and it's showing the gaps are too large for the pipe connection, and there's holes in the ducts and there's rust. And the ducts -- the duct, metal duct, is not sealed, because it has gaps.

Q. And that's 3-F?

A. Uh-huh.

Q. Okay.

A. I took this picture because this is the left side of the plenum, connected to the air handler, and there's a huge gap, there's no screw. I took a before picture, and it shows that one of my pedestal stands, it's -- the air handler, when I review it -- whenever I -- it's on the edge of the air handler, not pushed into the middle, for support. And there was duct tape used.

Q. Okay. And that's 3-G.

A. I'm trying to see which side of the air handler this is.

Q. That's all right.

A. Does it matter if I tell you which side? This is either -- this is the left -- left side of the air handler, that it's not connected.

And it's the side and the top. And there's broken screws. That's how I could tell, from that broken screw, there.

Q. That's 3-H.

A. I can group these.

Q. Group those, and just tell us --

A. This group of pictures that I'm going to hand to Attorney Murphy is taken on the main trunk line, backside -- right trunk line, backside. Whenever my roof was replaced, they took off the sheathing. I would have never known there was duct tape here with no mastic had I not had some plywood replaced.

And there's one that is back in the master -- in the master bedroom, with damaged duct wrap. And I took this picture to show to the Court how I have to take this insulation and cover this duct up.

Q. And you said those three groups of photos all relate to the same thing?

A. Yes.

Q. Okay.

A. There is no duct tape, whatsoever. And it's duct tape with no mastic, in some of them.

Q. So that was 3-I, 3-J and 3-K. Correct?

A. I didn't look.

Q. Okay. 3-I, J, and K.

A. Okay. So the next pictures, I can group them. This represents condensation on the pipes, and pipes that were torn into -- shows the pipe on the picture. And it shows there they are already rusting and they don't have any screws. And where you join them together, you snap them together, there's no screws. But this is -- what happens, is we take this plastic wrap and we wrap the ducts, and then we put the insulation over it.

Q. All right. Now, let me just stop you real quick. 3-M -- okay. 3-L and 3-M, it appears to be exposed. Did you expose those pipes? Did you cut the pipe's insulation?

A. Yes. I had to.

Q. All right. Continue.

A. I wouldn't have known it.

Q. Okay.

A. Okay. So this -- these pictures are to depict the mastic tape is not put where it needs to be, it's moved over and not hitting the gap where it needs to be for air sealing. And it is showing where screws were not used, only mastic tape. And it shows where the deterioration of the duct, and

it shows that it's all crinkled up -- crinkled up. Okay.

And then it's to show where the dampers had to be opened up and -- because they were buried up underneath insulation. And it shows where the connecting pipe was not duct-taped, and it's rusting. And it shows where the pipe is pulling away, where there is some tape. And it shows some of the gaps -- I don't know if I'm repeating myself -- they have no mastic tape. And there's a hole in the pipe, where I drew the line.

Q. Okay. And that's 3-N and 3-O.

A. This, again, the roof was taken off. This is the -- the first picture at the bottom left is the vanity with no duct -- it has duct tape, but no mastic. And then it's showing the hall bathroom -- the master bathroom, where it's jammed up on a 2-by-4 and you can move it. Because I got down there and was checking them. And it's showing that on my main trunk line, where that mastic -- not -- that duct tape is deteriorating. I want to say, duct tape is deteriorating.

And it shows where there's -- going into the master bathroom, it shows where no mastic was put on the duct tape. And it shows the master

bedroom is not sealed to the sheetrock and there is thin mastic. But I got in there, and I checked them.

Q. Okay. When you said "checked them," what are you talking about? The boots or the registers or what?

A. The boots.

Q. Okay. All right.

A. There's no registers.

Q. Now, when you pick up a photo, look at the next ones and see if you can group them together. Okay?

A. Well, I can't, this.

Q. Okay.

A. The door is hard to get opened and closed. I checked -- I had them give me an installation guide. And it keeps mold in it, and it's because these little rubber -- very important to seal the door -- are not put on correctly.

Q. Okay. And that is --

A. And it's showing my air handler --

Q. -- 3-Q.

A. -- is dirty and moldy. This one is showing that leg I was telling you about on the back of my stand. It is showing where the air

handler is not -- is, partly, not even. When you take the insulation off, the pedestal that holds it up, that little pedestal leg, is on the back end of the air handler. And it shows that whenever my unit was cleaned, just recently on a maintenance, when they cleaned all the mold out, the mold has already grown back. They thoroughly cleaned it.

And it shows where they argue with me about putting -- I didn't want to change anything with the unit, to say I tampered with it. But they insisted to put this pipe on it, which you'll see is different in the pictures, because they said they're trying to get --

MR. CISA: Object to hearsay.

THE WITNESS: Okay. Anyway, it shows that.

BY MR. MURPHY:

Q. Okay. And that's 3-R. Okay. Let me stop you there. You mentioned service. Okay.

Since 2012, have you had your HVAC system serviced?

A. I have it spring and summer.

Q. Okay. Do you use the same person to do that or multiple people or?

A. I have always used Pardee Service

Experts. They've always done all my maintenance. And just recently, I tried a new company.

Q. Okay. All right.

A. And they -- and I have a receipt where it was just cleaned out, all the mold, and the mold has already returned. And this picture is showing the old -- that OSB deteriorating. And it's showing that the -- it was -- my stand I had before was larger, and it's showing they put it on a smaller stand and the men don't have any work area, hardly. You're supposed to have at least 30 inches in front. And then it shows that I only have -- I don't know if I have that thing backwards. I only have 12-inches of work area for the men. And it shows that the old 2-by-4 wood that we used to -- back in '73, when the house was built, the OSB is buckling, and the 2-by-4s have collapsed. And it shows that, because of where it's located, they are going to have to dry it out to be hooked up.

Q. And that's 3-S.

A. Okay. This one shows mold inside of my area where my heat strips are, because it's not -- there's -- it's not installed properly at the top and the bottom. And in the air, it's moldy and

it's showing where the wire is not properly wrapped in the middle, on the very first one. The wire is -- and then it's showing a wire that's squished in between a piece of metal, which is not safe. And it shows where they've used some electrical tape. And it was not anyone I hired to do something to the wire. Which I don't know what to do -- something to it, other than to wrap it, because I'm not disturbing it.

Q. Okay. All right. And that is -- I think that's 3-V.

A. These pictures are all inside my air handler.

Q. Okay.

A. It's showing -- well, no. One is the outside of my air handler. I can feel air coming out of these little circular things that are not sealed on the back of my air handler. And I have wires hanging off the front, hanging off the top, hanging from the front of the -- both sides, there's wires hanging off this air handler.

The cabinet, it's showing where it wasn't put together correctly and there's mold. And it's showing, again, where the cabinet -- you can see that there was a gap. And because of the

gap, I went exploring, pulling off that. After I started investigating from -- the last service person told me --

MR. CISA: Objection.

THE WITNESS: I forgot that. I'm so sorry, Mr. Cisa. Okay.

BY MR. MURPHY:

Q. So this is 3-T and then 3-U, and you said they group together. Correct?

A. Right.

Q. Okay.

A. And this is showing the water that can't get out of my air handler. It backs up. Every time I have it serviced, they have to clean out the line. And they put some kind of strip in there that's supposed to keep it from getting mold and lasts a long time, but it still backs up in there from the condensation line. It's not installed properly for the drop.

Q. Okay. And that's 3-T. And I have 3-U. Correct?

A. Right. And it's just showing mold and rust on my equipment. Okay. This is the air return box inside of the hallway, and it's showing huge gaps in it. And you can stand in the hallway

and you can look up and see into the attic. And the return grill broke within two months of the unit being installed. When the unit runs, because -- okay. When this unit runs, it sounds like a train.

And this is my ceiling that I discovered was damaged in 2013, not until then --

Q. Okay.

A. -- from the duct above it, which I showed you.

Q. And that's 3-W?

A. Right. And these pictures are more of my ceiling damage. And it's showing cracks in my ceiling. Whenever the unit was installed, I didn't have -- I always go over and know what's going on. The ceiling got damaged, and I told that to Mr. Bob Yarnell, and I told that to my tenants -- oh, I can't say what my tenants said.

Q. Exactly.

A. It wasn't there, until the job was done.

Q. All right. And that's 3-X.

A. Right. Now -- okay. This is showing the cutout of my wood. To put my ducts on the ceiling joists, which I did not want, they have cut

my wood. And it has -- whenever my ducts are replaced and my unit, it will be repaired by Mr. Bryant.

Q. Now, that's 3-Y.

A. And this is more of the ducts cut. Because they put the ducts on the wrong side of the house and not the middle, it's showing where they cut out the wood. It's supporting my rafters. That's going to be replaced, whenever it gets moved.

Q. Okay. So Beth, on the back of each of these photos, some that can be grouped together, you put the dates when they were taken?

A. Right. And one I had to guess at, between the two months.

Q. Okay. Which one was that?

A. I'm not sure. I'm sorry. I'm making your job so hard.

Q. But you, personally, took those photos?

A. I did.

Q. And this is what you, personally, observed on those dates?

A. It is.

MR. MURPHY: Your Honor, at this time Defendants would move Defendant's Day 2, Exhibits

3-A through Z into evidence.

THE COURT: Any objection, Mr. Cisa?

MR. CISA: I don't believe so, Judge. But let me just have one quick second.

No objection, Your Honor.

THE COURT: So admitted.

MR. MURPHY: Thank you, Your Honor.

(DFT. EXH. 3, Day 2, Exhibits 3-A through 3-Z, admitted into evidence.)

BY MR. MURPHY:

Q. Now, when you discovered what's reflected in these photos -- some of these photos are well after -- like, August 13th of 2015, some of these are 2014.

Did you, in any way, alter -- alter what was seen in these photos?

A. I did not. And I have pictures taken every year and I would be glad to give them to the Court and they can observe it for themselves. I have been taking the same pictures over and over, preserving my evidence.

Q. Okay. But some of these -- some of these you did alter -- you testified that you have cut the installation [sic], pulled it apart, took some photos. Right?

A. Oh, yeah. Okay. Yeah. But I said I did it.

Q. Okay. Now, did anybody come out during 2012, up until that date, 2015, and do any repairs -- and when I say "repairs," replacing boots, replacing ductwork, et cetera?

A. I was given legal advice not to do anything to the unit that would disturb the evidence.

Q. Okay. Now, since this time, have you had people come out to your residence to look at the system and ductwork?

A. I have.

Q. Okay. All right. And on occasions, those people have given you quotes? Monetary quotes?

A. Yeah. I have them, too. I have them.

Q. All right. Is one of those individuals Jack Stultz?

A. Yes.

Q. Okay. All right. Now, the statement of accounts that was attached to the lis pendens balance owed $9,000.

Do you agree that you owe Carolina Comfort $9,000?

A. Well, that's overcharging me, even if I did, by $800. I don't have a warranty and I -- because I didn't get the package, whenever -- because I didn't pay for it, I didn't get any of the paperwork. And so I didn't know you have to register in order to get the extended 10-year warranty on your compressor and something else. And I only have a five-year.

Q. Okay. All right. Now, is it your intention to replace your system?

A. Absolutely.

Q. And is that based on what you observed personally, that is reflected through these photos?

A. No. I had already decided to replace my unit. It's been waiting, not to disturb the evidence. I wanted Mr. Sires to come get it so I could. He's been inconveniencing me.

Q. All right. Is that offer still open?

A. Absolutely. Please.

Q. All right. Now, at one time, if I'm not mistaken, I'm your second attorney on this case. Correct? You had Stephen Smith?

A. I did.

Q. Okay. And I believe, in attorney's fees, you paid him approximately $1,938.75?

A. Right. But I have a remaining balance.

Q. Okay.

MR. CISA: Judge, we were just talking about -- this is a mechanic's lien case, so the prevailing party is entitled to attorneys' fees. What we were talking about is, it's my understanding you are going to take -- you're going to deliberate over this matter. And since we didn't know how much time we were going to be spending here today, we could just submit an affidavit of attorneys' fees for your consideration, both of us submit them, you know, in a few days after we finish the trial.

THE COURT: That would be fine, as long as there isn't any objection to the fees submitted. If there was, and there was an award and there was an objection, then, I guess, you-all would have to come back up and revisit that issue.

MR. CISA: Right. Yes, sir. We could probably agree to notify you within so many days if there is an objection.

MR. MURPHY: I think that would probably be good. We could submit it to each other, Your Honor, and then, we must object. We can figure something out.

MR. CISA: We can figure something out.

THE COURT: That's a good idea. I appreciate that.

MR. MURPHY: So, Your Honor, I was going to go over some more. But I'll continue, Your Honor.

BY MR. MURPHY:

Q. Now, Beth, so this is on the lis pendens. And when I'm talking about "statement of accounts," have you seen that before?

A. Yeah. Falcon brought it to me.

Q. And that was with a lis pendens, as well as a summons and complaint?

A. Yes. They give it to Rick, too.

Q. All right. Now, we have a document, there, that has your signature -- I'm sorry -- that has your husband's signature on it, for $9,000. Okay? And I'll show it to you.

You remember that?

A. No, I don't. Because I -- I was only -- he would only give it to Rick on, like, March 16th or something, he e-mailed it.

MR. MURPHY: And, Your Honor, this is Day 1, Plaintiff's Exhibit Number 2. But we previously discussed this. Is that your signature

on there?

A. No.

Q. Again, did you authorize your husband to sign for you?

A. No. My agent is my son.

Q. Okay. All right. And in fact, I think this says total installed with Trane SEER XP Model, $9,000. Correct?

A. Yes.

Q. And you never agreed with Carolina Comfort to -- for them to install this system in a house that you owned. Correct?

A. I never have.

Q. All right. In fact, you were out of town when this entire thing was installed. Correct?

A. Yes.

Q. And when you came back and realized that it was installed, how did you feel, again?

A. You don't really want to know.

Q. Okay.

A. I have posttraumatic stress disorder and I don't like to get traumatized, and my husband and Mr. Sires' action was very hard, very hard, because I have a problem trusting because of

posttraumatic stress.

Q. Now, you mentioned you wrote two letters to Mr. Sires.

A. At least two. I can tell you the dates.

Q. Well --

A. Would you like the dates?

Q. No. Let's --

MR. MURPHY: Your Honor, if I can, I'm just going to mark these for identification, if that's all right, Your Honor.

THE COURT: What are they?

MR. MURPHY: Your Honor --

THE COURT: What are they?

MR. MURPHY: Your Honor, there's two letters addressed to Mr. Sires.

THE COURT: Any objection to those, Mr. Cisa?

MR. CISA: Well, I hadn't seen them. I guess I hadn't seen them before today. And that's what we were talking about. If he's going to just mark them for ID, I don't have any objection.

THE COURT: So you're not stipulating to their admissibility, you want to wait and see what happens?

MR. CISA: No, sir.

THE COURT: Were they provided during discovery?

MR. CISA: No, sir.

MR. MURPHY: Your Honor, discovery was provided and I would -- I was under the impression that they were, through Steve Smith. But Mr. Cisa is saying it wasn't, Your Honor.

THE COURT: All right. I'll consider that along with any objection.

MR. MURPHY: Yes, Your Honor.

BY MR. MURPHY:

(DFT. EXH. 4, two letters addressed to Mr. Sires, marked for identification.)

Q. Beth, I'm going to -- these are just marked for identification, Number 1 and Number 2. Okay?

Do you recognize those?

THE WITNESS: Yes, I do. And my attorney has assured me --

MR. CISA: Objection, Your Honor, to what her attorney told her.

BY MR. MURPHY:

Q. Remember, that's hearsay.

Do you recognize the two documents?

A. Yes, I do.
Q. Did you prepare those documents?
A. I did. And I mailed them.
Q. Okay. Who did you mail them to?
A. I wanted to -- I sent them to Mr. Sires. But I wanted to bring them to him, but Mr. Sires told me in the beginning that I couldn't come to his house, that he didn't have a place of business. Because I wanted to discuss these with him. Not the one on the 8th, but the one on the 17th, what -- I didn't want to discuss the letter, but I finally -- when I had to send him the letter, I was very angry with him because he wouldn't let me come to his place of business, at his house.
Q. Okay. When you sent those letters, after you sent those letters, did you and Mr. Sires have any discussion concerning those letters?
A. No. When -- whenever he called on March 19th, my husband was at the VA, and I had his phone and I picked it up and I tried to talk to Mr. Sires, and he hung up on me.
Q. All right. So you-all didn't discuss --
A. He hung up on me.
Q. Okay. All right.

Now, the letters that you sent to Mr. Sires -- I'm sorry, I shouldn't have done that -- what were they pertaining to? March 8th, and I think you testified, March 17th.

A. I was telling him I was the owner of the structure, on the 8th. And on March 17th, I was telling him -- he said he would come get his equipment, and I wanted him to come get his equipment. But then it also says that if he wants to come do the work, that my husband and him will have to do it together on their own, work it out, and he can get paid. But I told him that we weren't -- my husband -- I said, my husband was not going to pay another $3,500. And I told him, again, about his place of business and the not letting me talk to him.

Q. Okay. All right. So prior to December of -- okay. Or December 2011, you met face-to-face with Mr. Sires. Since December of 2011, have you had any face-to-face interaction, besides this present case, with Mr. Sires?

A. No. Only the first time we come together.

Q. Okay. And like I said, that was December 2011. Correct?

A. That's correct. Oh. Wait a minute. Sometimes I see him on my street servicing a unit, down the road, but I don't talk to him.

Q. So you may see him out in public when he's around doing jobs and so forth. Right?

A. That's only one time.

Q. Okay. Do you -- based on what you personally observed, okay, of the HVAC system, all right -- and what I'm describing is the ductwork, the air handler, the stand out in the back, the installation -- do you believe that was done in a careful, diligent and workmanlike manner?

A. It's an awful job.

Q. All right. Would that be a yes or no?

A. It's a no.

Q. Okay. All right.

MR. MURPHY: Beg the Court's indulgence, Your Honor. I believe, Your Honor, at this time, I have no further questions.

THE COURT: All right. Thank you.

Mr. Cisa?

MR. CISA: Thank you, Your Honor.

CROSS-EXAMINATION OF MS. LINDA WEDDLE

BY MR. CISA:

Q. Ms. Weddle, you have been married to

Mr. Weddle for 40 years?

A. I met Mr. Weddle in '74, and I married him in '75. So however many years that is.

Q. I think that's 40 years.

A. Okay.

Q. Does that sound right?

A. Right.

Q. Do you trust your husband?

A. No.

Q. You don't trust your husband?

A. Not on everything. Not -- no.

Q. Okay.

A. I'm trying to earn my trust back with my husband.

Q. Did you trust him in 2012?

A. No.

Q. When did you lose your trust with your husband?

A. Well, when -- whenever I got PTS, posttraumatic stress. I had to have lots of surgery and I was really sick and I --

Q. Okay. Move on to something else.

You mentioned that you saw condensation on ductwork. Do you recall that?

A. Yes, sir. I didn't see it until 2013.

Q. Okay. So the first time you saw condensation was when, in 2013?

A. Whenever Josh come over in the summer to do the summer maintenance, he mentioned to me --

Q. Ma'am, I'm just asking --

A. Oh. I can't say that. I'm sorry.

Q. My question is very specific: When did you notice it, in 2013, the condensation on the ductwork?

A. Whenever Josh pointed it out to me.

Q. What month was that?

A. It was my service time. It was probably in -- it was in July or August.

Q. Okay. So you noticed condensation on ductwork in July or August of 2013. Correct?

A. Yes.

Q. Okay.

A. He mentioned it to me.

Q. I understand, ma'am.

And you've taken no steps, at all, to rectify that problem. Is that correct?

A. He give me --

Q. Ma'am, I'm not asking you what he told you or gave you. I'm asking if you took any steps

to rectify that problem?

A. I'm preserving the evidence.

Q. My question is: Have you taken any steps since July --

A. No. Only to put plastic --

Q. Right.

A. -- and to buy insulation --

Q. Right.

A. -- and put it up underneath and around them.

Q. Other than that, have you taken any steps to correct that problem?

A. Yes. I have -- I have bought -- I put a new roof on, which cost a lot of money, that reflects the sun off --

Q. Okay.

A. -- and I had the duct -- I had them come in with all of my -- make sure all of my things on the side, where your soffits are, they put battens in there. And make sure no insulation -- so I'd have good ventilation, whenever they did that. And they cut -- they put cover vents. And they actually cut the roof more than what normally they would, to try to get the attic cooled off. But you can't cool it off but so much. And it's

because the insulation is too thin that the ducts condensate.

Q. But what you did is you had your roof replaced. Correct?

A. And it didn't help.

Q. Okay. But that wasn't part of Clint Sires' work, correct, replacing the roof?

A. I did it to try to get -- I didn't need a roof.

Q. Ma'am, I'm not arguing with you, I'm just trying to find out --

A. Okay.

Q. -- answers to my questions.

The roof replacement was not part of Clint Sires' work. Correct?

A. No, it wasn't.

Q. And adding this insulation in the soffit area was not part of Clint Sires' work?

A. No. We made sure it was out of it.

Q. Right. It wasn't part of his work.

A. No.

Q. Okay. So those items you're not seeking recovery in this particular case, are you?

A. I'm not.

Q. Okay. But after you took steps, the

problems still exist?

A. Yes.

Q. And then you, just recently, cut into the insulation surrounding the duct. Correct?

A. Right.

Q. And you found that the duct was rusting.

A. Yes.

Q. Because it's been -- because of condensation over a period of time. Correct?

A. I was to get R-8 insulation. I have R-6, pulled too tight. I did not know that it was causing that problem.

Q. Ma'am, you noticed condensation and you didn't take steps to correct it --

A. No one told me. You know, you guys say I'm not an expert, no one has told me that it was going to do this. I never -- no one said that.

Q. Well, do you have to be an expert to notice ductwork with condensation?

A. No. I didn't even know it until it was pointed out to me.

Q. The fact of the matter is, ma'am, you noticed it, you didn't take steps to correct it and the ductwork rusted. Correct?

A. No.

Q. Okay.

A. It did, because the duct wrap is only a half an inch thick. And I did not know -- Mr. -- you know how I found out? Mr. Jack, over here, told me the ins and outs about it.

Q. Well, ma'am, I'm not asking you what somebody told you.

A. A service tech can tell me that and he's not an expert.

Q. Okay. You were upset with Clint Sires because when you went up into the attic, the ductwork was run on the floor. Correct?

A. Exactly.

Q. And you were upset with Clint Sires because you didn't like where the HVAC stand was put. Correct?

A. That, and where the air handler was put.

Q. And where the air handler was put.

A. And where the return was put.

Q. Yeah. And you wanted Clint Sires to move the air handler, and you wanted him to move the ductwork, after he had installed it, and you wanted him to remove the stand after he had

installed it. Correct?

A. Yes.

Q. And he told you to do that, that would be a change order and it would cost you $3,500. Right?

A. He didn't do it the way he was supposed to do it.

Q. Ma'am, Clint Sires told you that that would be a change order and it would cost you another $3,500?

A. But the $3,500 only included the -- the boots. It didn't include the air handler, it didn't include the outside stand. It only included the boots, and that was it. Only that.

Q. Ma'am, how much time do you spend in the attic of this rental property we're here about today? How much time do you spend up there?

A. I don't know what you mean. I don't time myself.

Q. Do you have occasions to go up into the attic, periodically?

A. Not -- no. Only once a year. I don't -- I don't make it a habit. If you go in it -- I mean, I can tell you, nobody wants to go.

Q. Well, can you stand up? When you go up

into the attic, can you stand up?

A. No. No. And I'm blocked. He's got me blocked.

Q. How much attic space is there?

A. Sir, I would be happy for you to come to my attic and see that you can't get through my attic with the ducts the way they are.

Q. Okay.

A. Let me make it clear. I think I should go over and get my medical record. I have degenerative disc disease and a disabled arm. I can't go up there and do these things.

Q. Ma'am, do you know how much attic space is in your attic? You said you can't stand up.

A. No, I never -- on the peak, I can. In the peak of my attic, I can stand up.

Q. Okay. But you want the ductwork taken from the floor up to the ceiling. Correct?

Is that correct?

A. My husband is disabled as well, and if that ductwork was up and not congested, he could go up there --

Q. My question is --

A. -- as well.

Q. -- you wanted the ductwork taken off

the floor and put up on the ceiling. Is that correct?

A. Or wherever it was supposed to go. First of all, I wanted a Manual D and a Manual J done, which he never did.

Q. How do you know what he did and what he didn't do?

A. Because he said he didn't do it. And I checked with the Goose Creek permit people, whenever I went there. And they met me in 2013, and they told me he did not get a Manual D or a Manual J. And then I got a Freedom of Information Act and got the permit, and he did not do a Manual J or a Manual D.

Q. All right. It's my understanding that you, back in 2012 or end of 2011, you were thinking about putting in a new HVAC system in this rental property of yours. Correct?

A. That is not what I said. I said Mr. Mills was coming and replacing mine, at my home, first.

Q. Didn't you say Mr. Mills gave you a price to replace it --

A. He did.

Q. -- in this rental unit?

A. Yes.

Q. Okay. So you had Mr. Mills -- you may have not been interested in replacing the HVAC unit, but in December of 2011, you contacted Mr. Mills and had him come over and look at your rental unit that we're here about today and give you a price for replacing the HVAC system. Correct?

A. When he was at my house, he said -- we talked about it.

Q. I'm not asking you what he told you, ma'am. I'm asking, didn't you request Mr. Mills to give you a price on replacing the HVAC system in this rental property?

A. Yes.

Q. Okay. And you got another price from someone else. Correct?

A. Yes.

Q. Who else?

A. Mr. Sires.

Q. Okay. Who else, besides Mr. Sires and Mr. Mills?

A. TriCounty.

Q. Okay. So you called three different people about getting prices to replace the HVAC

system in this rental property. Correct?

A. I did. I was shopping for it in case it goes down or goes bad, I want to know what my options are. I get on the computer and I go and I study different units and costs. And it matters the time of year when you put them in. There's a lot of variables to putting in a new unit. And you don't get a rebate in Goose Creek.

Q. Then you found out Mr. Sires had installed the HVAC system. Correct?

A. I found out on the 8th.

Q. Did you find out that Mr. Sires had installed the HVAC system?

A. Yes.

Q. You found out on March 8th?

A. Yes.

Q. That was when he was putting the system in. Correct?

A. Yes.

Q. Okay. And then after he put the system in, he held out his hand to be paid and you and your husband put this punch list in his hand. Correct?

A. No, sir.

Q. Well, is this the punch list you

testified earlier --

A. I never put it in his hands. He never wanted to meet with me.

Q. Is this the punch list that you gave to Mr. Sires, concerning the property that we're here about?

A. I mailed it to him, and gave it to Bob Yarnell. And then a certified letter was sent in April. I never met with him.

Q. I'm not asking if you gave it to Mr. Bob Yarnell. I'm asking, did you give Mr. Sires this punch list?

A. My husband did. He never give it to him, he mailed it. And then --

Q. Okay. So you mailed it to Mr. Sires?

A. My husband did.

Q. Okay. Your husband mailed it to Mr. Sires. Correct?

A. Yes.

Q. And is this the punch list that you and your husband formulated?

A. I had to write it down because I was the only one who could go in the attic.

Q. Did you and your husband --

A. I didn't type it. My husband did.

Q. Did you and your husband make up this punch list?

A. I made notes, and my husband, from what I went up there to see, my husband did it.

Q. Okay. Did you review it after he typed it up?

A. No, I didn't.

Q. You did not.

If Clint Sires would have come back and done all the work on that punch list, you would have paid him. Correct?

A. It was between him and my husband. I was not being involved, at all. They were going to learn their lesson for doing this without me. And my husband needed to step up to the plate for what he did. I was not going to be involved.

Q. Okay. So you expected your husband to pay Mr. Sires if this punch list was done. Correct?

A. Yes.

Q. Okay. But Mr. Sires refused to move that ductwork. Correct?

A. He didn't talk to me. He was only talking to my husband.

Q. And he refused to do anything with that

condenser stand outside. Isn't that correct?

A. According to my husband.

Q. But he did offer, because you-all were complaining about the boots, Mr. Sires did offer to recaulk around the boots from the interior of the unit. Correct?

Isn't that correct, ma'am?

A. You know, I didn't meet with him.

Q. Ma'am, did Mr. Sires agree to caulk around the boots?

A. Again, sir, I did not meet with him. I don't know. I know part of the conversation, but I don't know all of the conversation.

Q. Did your husband --

A. You're trying -- I cannot -- this is that hearsay thing.

Q. Did your husband tell you that Mr. Sires offered to caulk around the boots from the interior of your unit of your home -- rental house?

A. Yes, he did. And he laughed about that.

Q. Okay. And your husband refused --

A. And Mr. Sires, he tried to talk -- I know, I heard him on the phone, ask Mr. Sires to

come up and go in the attic and to see what he was talking about and Mr. Sires would not do it.

Q. And your husband refused to allow Mr. Sires to caulk around the boots, as he suggested. Isn't that correct?

A. I don't know. You'll have to bring my husband back on the stand and ask him.

Q. You don't know, but you do know Mr. Sires offered to do that, correct, from your husband?

Didn't you just say that?

A. Well, I -- I'm pretty sure that that's what --

Q. Okay.

A. -- my husband was laughing, because he said that he wanted to take the workmanship and caulk around it.

Q. Now, you said that you had Pardee come and service the system on this rental house. Is that correct?

A. Yes.

Q. Twice a year?

A. Yes.

Q. And do you have those service receipts, today?

A. Yeah, I do.
Q. You've got them?
A. Yeah.
Q. And did -- and you also called Pardee out there to come look at the system that Mr. Sires' company had installed, to get a quote. Correct?
A. I called to -- what's his name?
Q. Gene Pardee, Service Experts.
A. That's not who I called, though. I worked with another guy over there, and I forgot his name. He doesn't work there anymore. Michael.
Q. Do you remember Gene Pardee?
A. And Gene was just a salesman. He wasn't anything but -- he was just a salesman.
Q. Okay. But you remember Gene Pardee coming over to the rental house?
A. I didn't go, because they met the same day that Mr. Sires was going over there. They met the exact same day, and Mr. Sires wouldn't come if I came.
Q. What day was that, ma'am?
A. On the 13th. They met the same day.
Q. 13th of what?
A. April.

Q. Okay. But you know that Mr. Gene Pardee came out. Correct?

A. I do. Because he called me --

Q. And he told --

A. -- because he wanted to do the job. And he told me that he'd have to tear everything out, because he wasn't going to -- it would be on them and it would be their responsibility if it wasn't done -- if it didn't work properly after they did the work.

Q. Mr. Gene Pardee, in fact, told you he could not improve on the work done by Clint Sires' company. Isn't that correct?

A. He didn't tell me that. He's the one -- no, he did not.

Q. He didn't tell you that?

A. No, he did not. And his manager called me several times. They even --

Q. I'm not asking you about his manager, ma'am, or what his manager told you, I'm asking you about Gene Pardee.

You heard him testify the last time we were in court, correct?

A. Yes. And I also heard I wanted to put windows in my house, and I was never going to put

windows in my house. I heard a lot of things.

Q. John Bailey, he was out at your house in September of 2015. Is that correct?

A. I would have to look on my receipt.

Q. Do you have your receipt?

A. It's -- my attorney might have it. If -- I have to go get my phone and pull it up to tell you the exact day.

Q. You don't have your phone?

A. No. My attorney has it. Whatever date. And I have an e-mail where he was supposed to come back and do the Manual D and Manual J. But he said that he was booked up. And then the trial was on -- some day -- and he got served on Friday and he didn't call me back.

Q. Okay. Well, we were in court the last time, I think, September 23, 2015. Correct?

A. Right. Whatever. I'm not sure of the date.

Q. In point of time, how many months earlier did Mr. John Bailey go out and take a look at the ductwork and system in your rental property? Was it in 2015?

A. Yes.

Q. Okay. So sometime in 2015,

John Bailey, whom you called as an expert, went out to look at the HVAC system. Correct?

A. He only did a blower door test.

Q. Did he go out there and look at your HVAC system in 2015?

A. No. He only did a blower door test.

Q. Were you there?

A. Yes, I was there.

Q. Okay. And --

A. And he got up and he checked four of the boots and he felt the condensation, and he said I have micro growth -- microbial.

Q. He also testified he went up into the attic, looked at the ductwork.

A. No, he didn't. He said he went up -- he went only to the stairway. When you go up into it. If you play it back, you'll hear that that's the only place he went.

Q. But you did testify that your tenant was there from 2008 until December of 2013. Correct?

A. My tenant was there from 2008 to December 2013.

Q. That's what I just asked.

A. Well, I haven't slept for two nights,

so -- and this is exhausting.

Q. You had a tenant there from 2008 until December of 2013, then there was a break because your husband put tile in the residence. Correct? You remember that?

A. I rented my house again in March and --

Q. I understand that, ma'am.

A. -- May 14th, 2014.

Q. Didn't you testify that you had to make renovations, because the prior tenant had been there for a long period of time, so there were renovations that needed to be done?

A. And it gave me plenty of times to see all the problems with the unit at that time.

Q. My question is, ma'am: Did you do renovations from December 2013, after your initial tenant left, until sometime in April of 2014?

A. And miserably have had to live with this system. If that's where you're going.

Q. Ma'am, did you have renovations to your house, like you testified?

A. Yes.

Q. Thank you. And did your husband, at that time, take four or five months to put tile into the house?

A. No, it didn't take that long to put the tile. We repainted. And my husband had help doing the tile. My husband has bad knees, and because of that, he has to take breaks. So there were a lot of reasons -- that we were both ill during that time. We weren't just doing renovations. I mean, I don't know where you're going with this.

Q. And then after the renovations were completed, you rented it out again in May of 2014. Correct?

A. I did.

Q. Okay. And it's been rented until October 28th of 2015. Correct?

A. Right.

Q. Okay.

A. Wait a minute. What was the date from --

Q. You previously testified that the new tenant came in in May of 2014 --

A. Right.

Q. -- and then he left October 28th of 2015.

A. Yes.

Q. Which is just a couple of weeks ago, I guess. Correct?

A. I'm not sure how long that is. I would have to have a calendar. I have dyslexia.

Q. When did you first notice that the ceiling in your house was destroyed, as you testified to?

A. I didn't say it was destroyed.

Q. Okay. You said it was damaged.

A. Yes. I said "damaged."

Q. When did you first notice the ceiling was damaged?

A. Which part?

Q. Any part.

A. As I testified, that the ceiling, the day I went over there, was cracked. My tenant pointed it out to me.

Q. Okay. Did you put that on Mr. Sires' punch list?

A. No, I didn't. I told Mr. Yarnell about it.

Q. Ma'am, I just wanted to know if you put it on the punch list you sent to Mr. --

A. I was waiting for him to come over, to discuss it with him.

Q. Did you put anything about the ceiling on the punch list you mailed to Mr. Sires?

A. No, I did not.
Q. Thank you.
A. And I did not know about the ceiling in the master bedroom, I believe it was in 2013 -- yes, 2013.
Q. You said you used Pardee or Service Experts to service the system at your rental house. Correct?
A. Yes.
Q. Okay.
A. And the other rental house. And my own home.
Q. Okay.
A. Well, no. My other home is Smokes.
Q. Well, did Pardee put an HVAC in the house you're living in?
A. They did.
Q. Okay. Did you pay them for it?
A. You need to -- if we're going to go into this testimony --
Q. Ma'am, it's just a simple question.
A. If we're going to go here, I need to bring pictures.
THE COURT: Ms. Weddle, answer the question.

BY MR. CISA:

Q. Yes or no?

A. They had to tear the system out, because it was improperly installed.

Q. My question, ma'am, was: Did you pay Pardee for --

A. They chose, instead of coming to do it --

Q. Ma'am --

A. -- to discount the system.

Q. My question was: You said you used Pardee for your rental house to service it. Correct?

A. Yes.

Q. You said you used Pardee to install a new system in your house that you're living in.

A. Correct.

Q. And my question was: Did you pay Pardee to do that?

A. It was Pardee's decision to discount it.

Q. No. Did you pay them or not; yes or no?

A. I wanted to pay them.

Q. Did you pay them?

A. They didn't want to be paid.

THE COURT: Ms. Weddle -- Ms. Weddle --

THE WITNESS: Yes.

THE COURT: -- you have got to answer the question.

THE WITNESS: No, I did not.

BY MR. CISA:

Q. Okay. Is that why you stopped using them to service your rental house?

A. No. They kept servicing it. And I can go home and bring letters, where they're still wanting my business.

Q. Would you agree with me that the pictures that y'all have put into evidence, under Exhibit Number 2, and I know they run from 2-A all the way to 2-XX [sic], that most of these pictures were taken just recently; July, August, November of 2015?

A. I reminded my attorney that the other pictures were in evidence.

Q. Ma'am, that's not what I'm asking.

A. I expected them to be here today. And I was told to limit my pictures.

Q. Ma'am, I'm not fussing with you about your pictures. I'm just trying to ask a question

about them.

Would you agree with me that the photographs that you put in under Exhibit Number 2, 2-A to 2 -- looks like X -- that most of these pictures were taken recently?

A. Yes.

Q. Okay. Within the last several months?

A. Well, no -- yes.

Q. Okay. And I was looking through the pictures on the batch that you introduced into evidence under Exhibit 3, and it goes, I think, 3-A, again, all the way to -- it may be Z-- would you agree with me that most of those pictures were taken recently, in 2015?

A. I would have to go through them and see. I'm not sure. I have -- I wanted to put more pictures -- you guys would have had all the pictures, if I had my way.

Q. Uh-huh. Well, the only picture I saw that was taken, actually, in 2012, was marked as Exhibit 3-Z.

A. I have all my 2012 pictures sitting over there. I have all of them, if you want to see them.

Q. I'm not asking you about all your

pictures. I'm just asking about the pictures y'all have put into evidence during this trial, and I'm suggesting to you the only one I saw that was taken in 2012 was marked as Exhibit 3-Z. Is that right?

A. Yes.

Q. 2012?

A. Uh-huh.

Q. And here you're showing where something was cut to put in ductwork. Is that correct?

A. Yes.

Q. Okay.

A. I would like to bring in all my pictures, at this time. Because I was told to limit my pictures. I just recently found out --

Q. Ma'am, I'm not asking you a question. Just give me one second. Okay? One second.

Ma'am, do you know if your tenant regularly replaced the filters?

A. Yes. I furnished them for them.

Q. You furnished the filters for the tenant?

A. And I go over and make sure. I put a date on them.

Q. You go by there and check?

A. Yes.

Q. When you've had your system serviced -- well, when you had your system serviced by Pardee at this rental home that you have, were you ever present when they serviced the system?

A. Always.

Q. You're always there?

A. Uh-huh. I have an agreement with my tenant that I'm always there when anything is being done.

MR. CISA: I don't have anything further. Thank you very much.

THE WITNESS: Thank you, Mr. Cisa.

THE COURT: Any redirect, Mr. Murphy?

MR. MURPHY: Yes, Your Honor.

REDIRECT EXAMINATION OF MS. LINDA WEDDLE

BY MR. MURPHY:

Q. When were you served with this lawsuit, Beth, do you recall?

It was, I think, when Falcon served you.

A. It seems like it was May 2nd, 2012.

Q. Okay. So May of 2012, you were served with papers. Okay. And this is the present case, correct, that you were served with?

A. (Witness nods head.)

Q. Okay. And some of these problems, for example, 2013, you first saw the condensation. Correct?

A. I just saw a little bit. It wasn't like it is now.

Q. Okay. All right. So you saw condensation.

Now, after that lawsuit was served on you -- okay, after the lawsuit was served on you, okay, so we're talking May of 2012, did you discover any other problems, with your personal knowledge, of the ductwork or the work that was done by Mr. Sires, after you were served with the lawsuit?

A. You're going to have to give me some time to think.

Q. Okay. Okay.

A. Yes. Yes.

Q. Because you mentioned condensation. Correct?

A. I found out that I had only 5 percent of R-8 insulation, and the balance, 95 percent, was R-6.

Q. Now, did you take photos back in 2012?

A. I did. I took photos every year.

Q. Okay.

A. And I'm the one that cleaned up the ducts, the mold that would grow. My tenants didn't.

Q. Okay. And are some of those photos in Court today?

A. Yes. But there's so many -- there's year after year, every year.

Q. Now, while they're looking at that, okay -- so these problems after May of 2012, I think you have testified, you had an attorney --

A. Yes.

Q. -- Mr. Steve Smith.

And you were -- you said something about, don't mess with the evidence.

A. Right.

Q. Okay. All right. Now, you were asked why you didn't take any steps to, I guess, repair the -- really, take steps to fix anything; let's say, the condensation, the boots, the ductwork. Why didn't you take any steps?

A. Because they said if I would, they'd find something else that they would lay on me.

Q. Okay.

A. More trouble. I didn't want more

trouble.

Q. And this is when this present action was still pending. Correct?

A. Yes.

Q. Did you attempt to maintain the status of the HVAC system, as well as the ductwork, for this case?

A. I had it maintained.

Q. Okay. All right. Now $3,500, was that a change order or was that to change the boots only?

A. That was only to install the boots. The ceiling boots. Rick was -- had to hire somebody to cut out the sheetrock and do the repair.

Q. Okay.

A. That's all it included.

Q. Okay. All right. So you have punch lists here. There were two punch-out lists. Correct?

A. Right.

Q. Now, after these punch-out lists were sent out, did you discover more problems?

A. Of course.

Q. All right. So would it be safe to say

those punch-out lists do not accurately reflect what's wrong with your system?

A. That's -- that's just baby stuff.

Q. Okay.

A. I would like to go over and get my pictures, if Mr. Cisa is willing, because Rick doesn't know where anything -- I only --

Q. Okay. We'll get to that.

Okay. You mentioned the plenum, the plenum was too short.

A. It should be 18-inches. The one I had before was 18-inches.

Q. Did you mention it in the punch-out list?

A. I did not know. At the time, I was on so much pain medication just to get to do what I did, and nobody wanted to go over. But I sent that on a thumb drive, all of those pictures. And I know you sent them to Mr. Cisa. And I dropped Mr. Cisa off those pictures.

MR. CISA: Ma'am, I don't have any objection to the pictures.

BY MR. MURPHY:

Q. Ms. Weddle, just -- okay. All right.

MR. MURPHY: Your Honor, what I can do

with these photos, Your Honor, they are all hard -- well, Your honor, there may be other additional -- these are going to go in without objection, from my understanding, from Mr. Cisa. I do have some other photos over there, that my client brought. Can she step off, just take a quick look and make sure -- because these are all 2012 photos. And I wanted to make sure I'm not missing any 2012 photos in here, sir.

THE COURT: So all those are going in without objection.

MR. CISA: That's correct.

THE COURT: Those need to be marked. And then you're seeking to add or introduce more photographs than those?

MR. MURPHY: Well, Your Honor, if there is any more 2012, if there is, I was going to hand them right here and see -- instead of doing four or five stacks, just do one, and I can say these are the free photos.

THE COURT: Mr. Cisa?

MR. CISA: Your Honor, I have no objection to the photographs that Counsel has that he's identified as being taken in 2012. And I don't know if you need to mark them

individually -- just collectively as one exhibit, as photographs from 2012. If we need to identify them further, I think we could. I don't know about waiting around -- we got a bunch of photographs in the record now, I don't know that waiting around --

THE COURT: How many more photographs are you going to seek to put in, Mr. Murphy?

MR. MURPHY: Your Honor, the only photos I'm going to attempt to put in now are photos based on cross-examination of 2012 photos.

THE COURT: I understand. How many do you think, though?

THE WITNESS: I probably have 2,000 photos.

MR. MURPHY: Well, we're not going to offer 2,000 photos. Your Honor, I'm just saying, any 2012 photos that are physically present, here. The only reason, Your Honor, I wanted my client to take, like, less than, like, two minutes to rush over here, look through, and pull out all the 2012 photos.

THE WITNESS: I can't -- my husband --

THE COURT: Hold on, Ms. Weddle. Hold on.

The ones you have in hand, those will

be, I think, Day 2, Defendant's 4. Have them marked A through, whatever, on all those. You can mark them with a sticker.

While you're doing that, Ms. Weddle, you go take a look at those photographs. We'll take a short break while you're doing that. We're going to start a quarter after or soon thereafter, so be ready to go by then. If you're not ready to go by then, we're going to start anyway.

MR. MURPHY: Yes, Your Honor.

THE COURT: Okay?

MR. MURPHY: Now, Your Honor, with these right here, you said you want me to do these 4-A through --

THE COURT: Yes. Okay. So be at ease until a quarter after.

(A recess transpired.)

THE COURT: Ready to roll, Mr. Murphy?

MR. MURPHY: Yes, Your Honor, we are.

THE COURT: Ms. Weddle, come on back up.

MR. MURPHY: And, Your Honor, if I'm not mistaken, Defendant's Exhibit 4-A, Day 2, through 4-II, are going to be offered into evidence without objection.

MR. CISA: That's correct, Your Honor. It's my understanding they're photographs taken in 2012.

THE COURT: All right. They're marked?

(DFT. EXH. DAY 2, Exhibits 4-A through 4-II, marked for identification and moved into evidence.)

MR. MURPHY: Yes, Your Honor. For the record, they are all individual photos.

BY MR. MURPHY:

Q. I'm going to hand you those. Those have been offered into evidence. Okay?

Now, Beth, do those photos reflect photos that were taken in 2012?

A. Well, I think some of them might be in evidence already.

Q. Okay. Well, they'll be double.

The question is: Do those date back to 2012?

A. They do.

Q. Okay. All right. Now, did you take -- did you take those photos?

A. I did.

Q. Okay. Do those photos reflect what you observed concerning the HVAC system, back in 2012?

A. Yes.

Q. Okay. I believe, if I'm not mistaken, it appears that these were developed all on July 22nd, 2012.

A. That is correct.

Q. Okay. All right. Now, what -- again, do you think you can quickly go through those and testify to what you observed?

A. Well, I put a board, where the soffit comes down, and I measured it to see where 24 inches was, and that's what that first one shows, is the board. And it shows my old stand. My old stand sat on top of a six-inch piece of concrete, so it was higher. And plus, it's on the lower side. And my old stand wasn't sitting there. That's just showing how far the -- he was -- we just put it there to show the difference. But the stand, before, was in front of where it is.

Q. And that's 4-A. Again, if you can go through and briefly --

A. There's how far the stand out was.

Q. That's 4-C, how far out the stand is now.

If you can just go through those quickly and tell us what you observed. Okay?

A. Well, okay. I took this picture, because it's where the air conditioner was supposed to be, right here.

Q. Okay. And flip that back.

A. Right here. It's drain water.

Q. That's where the A/C was supposed to be put, and that's 4-D.

A. In front of that, in front of the bricks, I put it like that.

Q. Okay. So that's 4-D.

A. And --

Q. Now again, if you can group any of those.

A. Well, this is, again, showing the old stand was six-inches higher than that, but it's just showing that we built a new stand.

Q. 4-F.

A. And then this is showing where there was shrubs behind -- right behind that unit. And there was shrubbery I had to cut from underneath where they put the stand, because that whole area there was nothing but a row of shrubbery.

Q. That's reflected in 4-G.

A. Right. And that's just -- I was obsessed with that one.

Q. All right. 4-H.

A. And this is the same thing. I didn't give these to evidence, Your Honor, at the time.

Q. That's the old and new stand, 4-I.

A. This is showing whenever you put that piece of board that you see there, where the rain is coming down the soffit, where he was supposed to move it out 24 inches, he only moved the stand out six inches.

Q. Okay.

A. Six, not 24.

Q. Okay. And that is 4-E.

Do any other photos that you have in your hand reflect that?

A. Yeah. There's three of them.

Q. That would be 4-E, that would be 4-K, and then 4-J, if I'm not mistaken. Okay. All right.

A. This picture is to show how much trouble I have with greenness. That's a back drain area in a slab home, and it's to show the growth on the house. And the reason, I was going to explain to the judge, that that is a mud hole and that was shrubbery back there, that has since had to be taken out because they put the unit on top of where

my shrubbery was. And now the water is bouncing off that stand that they put onto my house and it's made the case worse, where I got to go over there and bleach that out. And it's to show how low it is and sitting in mud.

Q. Okay. That's 4-L.

A. Yes. And this is the same thing.

Q. Okay. Well, go through -- do you have any other -- do you have any other photos of the stand? Look through those.

A. No. No. Those were all.

Q. All right. So this is 4-M, this is a picture of -- appears to be the new stand/old stand?

A. Right. But the old stand was on six-inches high -- on the pedestals.

Q. All right. Now, do you have any pictures upstairs?

A. Yes.

Q. Okay. Why don't you, if you have photos that show the trunk line or the installation, why don't we group those all together?

A. Yeah. I took them all, because they were sitting on top of the roof rafters. I'll go

get all of them. Hold on.

Q. Get all of them and I'll just confirm.

A. And I was showing how it makes it impossible to get through the house, unless you go to the outer perimeters.

And look at this, how he's got these two side by side. Nobody can get through that.

Q. And what photo is that?

A. Right there (indicating). I would like the judge to especially look at that one.

Q. Photos 4-U. Okay. We can group --

A. I'm trying to group.

Q. You're fine. Do you have any more lines or trunk lines?

I think you have two in your hand.

A. I'm trying to get to more. That's just a bad picture. Just throw that away. Okay. The rest of them are of my --

Q. Okay. So 4-N, O, P, Q -- let's see -- I'm missing S, T, U -- and then 4-CC, and then 4-W, they are all of the ductwork. Correct?

A. Yes.

Q. Okay. That you just handed me. Okay.

And you can group the rest of the photos together?

A. Right.

Q. Okay. And what do those photos show?

A. It shows where the mold is growing already. And the bad job that he did. That he put floor boots, and they're not even with the sheetrock.

Q. And I think -- these are photos 4-Y, 4-Alpha Alpha, 4-Z, 4-BB, 4-R, 4-FF, 4-EE, 4-DD, 4-GG, 4-Z, 4-BB, 4-R, 4-FF, 4-EE, 4-DD, 4- GG, HH and then II, and then 4-V and then 4-X. Okay.

Now, those are the pictures of boots?

A. Yes.

Q. Okay. And those were taken -- well, developed July of --

A. I took them in July.

Q. Okay. July 22nd, 2012. Okay. These photos, do you observe any mastic or gaps?

A. Yes. Mastic, gaps, and duct tape. And insulation on the inside. I consider that a health hazard. And there was a hole that he left that was -- somebody could fall through it and fire could ignite through it.

Q. Okay. All right. And this has been admitted into evidence, this is 4, as in B. But that's just a blurry photo. Can you tell what that

is?

A. No.

Q. Okay. All right.

THE COURT: Mr. Murphy?

MR. MURPHY: Did you want all of them, sir?

Okay.

BY MR. MURPHY:

Q. Now, so the caulking of the boots -- okay, the caulking of the boots, let's say, back in 2012, caulking of the boots, would that have fixed all of the problems that you observed back in 2012?

A. No. And it would be a fire hazard.

MR. CISA: Objection, Your Honor. I object that she's not an expert.

THE COURT: Overruled.

MR. MURPHY: Would that be for the fire or the caulking?

MR. CISA: Well, I think -- especially for the fire.

THE COURT: I'll let her testify to what she thinks the fire hazard is.

MR. MURPHY: Okay. Thank you, Your Honor.

Your Honor, at this time, I have no further questions.

THE COURT: Any re-cross, Mr. Cisa?

MR. CISA: No, Your Honor.

THE COURT: Okay. You can step down, Ms. Weddle.

THE WITNESS: I appreciate that, Mr. Cisa. Thank you.

I have evidence that you want Jack to give?

THE COURT: Mr. Murphy?

MR. MURPHY: Your Honor, I have two more witnesses, Your Honor.

THE COURT: Okay. You want to call them?

MR. MURPHY: Yes. Your Honor, the Plaintiff [sic] calls Jack Stultz to the stand.

THE COURT: Mr. Stultz, come on up. Do you swear to tell the truth, whole truth and nothing but the truth, so help you God?

THE WITNESS: Yes, I do.

THE COURT: Thank you. Sit down. Give the court reporter your name and spell your last name. Okay?

THE WITNESS: Name's Jack Stultz,

S-T-U-L-T-Z.

DIRECT EXAMINATION OF JACK STULTZ

BY MR. MURPHY:

Q. Jack, where do you currently work?

A. Work for Air Plus Heating & Air.

Q. And what do you do for Air Plus Heating & Air?

A. I'm the manager for install and service.

Q. Install and service. Okay.

Now, why don't we do this: Install, what does that entail?

A. That entails -- we have salespeople to go out, they scope the job, they bring it back in, it gets passed to me. I look at everything, because salespeople are not experts in the install field, they just go out and scope the job. So I have to look over it to make sure that everything is correct, that it's the right system, right size, actually can it go into the space it's supposed to go into, and those types of things.

Q. Okay. And as you do that, okay, in your job capacity, do you use any manuals or anything to help you or assist you to do that?

A. Yes. We do use a Manual J, which is

brought to you by Wrightsoft software, and also Manual D, when required.

Q. So Manual J, what is Manual J supposed to do?

A. Manual J gives a sensible and latent load condition for heating and cooling BTUs for an envelope.

Q. And then I think you mentioned Manual D. What is Manual D used for?

A. Manual D is duct design.

Q. Okay. Now, how long have you been with Air Plus?

A. Been with them, approximately, two years.

Q. Okay. So two years.

Now, how long have you been involved in the, I guess, heating and air business?

A. Since about 1993.

Q. Okay. When you started in 1993, what type of work were you doing?

A. I started out with a company and they just had me doing maintenances, seasonal maintenances, and then also sales, you know, with upsales of filter systems, UV lights, and that sort of thing. And then after that, I wanted to go into

service, after a couple years of that.

Q. Okay. All right. When did you go into service?

A. That was about '95, I would say.

Q. All right. Now, you also mentioned service and then install. When did you go into installing?

A. That would be '95. The company that I was working for, they did -- they had me doing both service and install.

Q. Okay. All right. And again, just for my benefit, service -- is there's a preexisting system and you go out there and maybe troubleshoot it, if there's problems, and just, I guess, determine the health of the system?

A. That's correct.

Q. Okay. And then install -- install -- when you say "install," back in 1995, what did that entail for you?

A. That entailed demoing the existing systems and then installing new systems, ductwork, if required, systems. We did residential and light commercial.

Q. Okay. How many -- so 1995, what employer was that?

A. That was Logan.

Q. Logan. How long did you work for Logan?

A. Till about, I'd say, '98. Somewhere in there.

Q. Okay. All right. Now, so that was about what, '95 to '98?

A. Yeah.

Q. Did you rise in that company or stay the same?

A. I stayed the same; service.

Q. And that was service and install?

A. Yes.

Q. Okay. How many, roughly, residential/commercial properties did you work on during that two years?

A. Well over a hundred, I would say.

Q. Now, back in that timeframe when you were doing installing, did you deal with the Manual J or Manual D?

A. At that time, I did not, until the latter part of '98 or so.

Q. Okay. And you started getting involved, what, in both manuals?

A. Yes.

Q. Now, from Logan, where did you go?
A. Went to a place called Stewart's. And then worked there till about 2001, I would say -- 2002.
Q. Okay. All right. Now Stewart's, what did you do? Did you do the same thing?
A. Same things, yeah. That was mainly it. Was a smaller company than what I had previously came from, so that was more of a senior tech position.
Q. So you were a senior tech at that time?
A. Yes.
Q. Okay. Did you have anybody under you at that time, as a senior tech?
A. Just one guy.
Q. Gotcha. Okay. All right. Now -- okay. After Stewart's, where did you go?
A. That was back to Logan.
Q. How long did you stay with Logan?
A. Stayed there till about 2010, and then that's when we relocated to North Carolina.
Q. Okay.
A. Or excuse me, South Carolina.
Q. All right. So when you went back to Logan, that last time, what was your position

there?

A. That was also install and service.

Q. Okay. All right. Now, when you came here in 2010, did you become employed with anybody here in South Carolina?

A. Yes. I started with ARS.

Q. And what was your position at ARS?

A. Service manager.

Q. Okay. Was that the first time that you obtained service manager?

A. That's correct.

Q. Now, service manager, what were your job duties?

A. Basically, to get the scheduling done, hire, fire, train. You know, just go out to the jobs if they had any trouble, technically, with anything, go out and help the guys out and get it solved.

Q. Now when you say "training," what type of training?

A. We do training on -- they had a pretty good-sized training facility there, and so during the fall when it's slower times, we would take the guys and train them on heat pumps and gas furnaces and installs and that sort of thing.

Q. Okay. And during that time, were you still dealing with the Manual J and Manual D?

A. About half, I would say.

Q. Okay. Are you pretty familiar with Manual J and Manual D?

A. Yes.

Q. All right. Now, as a service manager, did you have anybody underneath you?

A. Yes. At that time, I had 16 technicians.

Q. Okay. Now, during that time as service manager, did you assist in any, I guess -- how can I say this -- any framework for installations or how, I guess, units should be put in?

A. Yes.

Q. Okay. How long were you with ARS?

A. I was with them until 2012.

Q. 2012?

A. Yes.

Q. So with ARS, how many -- well, let me -- ARS, was that residential or commercial?

A. That was residential side.

Q. Okay. How many residences were you involved with as a service manager?

A. Again, it's well over a hundred.

Q. Okay. All right. And then 2012, I think you mentioned you left ARS. Where did you go?

A. Then I came to Air Plus.

Q. And if I'm not mistaken, you're currently with Air Plus?

A. Yes.

Q. What's your position with Air Plus?

A. I'm service and installation manager.

Q. Now, so that's the second time I heard service manager. Is that the same job duties that you had at ARS?

A. Yes. There is some things that are a little more inclusive. I do -- I do budgets for that department, for installs and service. I do a lot of the Angie's List advertisements, and that sort of thing.

Q. And do you have people underneath you?

A. Yes.

Q. Okay. How many people do you have underneath you?

A. Currently, I have 12.

Q. Okay. Twelve.

Now, with Air Plus, up until today's date, how many installations have you been involved

in?

A. Seventy-five to a hundred, probably.

Q. How many designs have you done?

A. Designs, I've probably done 50 of those.

Q. Okay. And as the designs, do you use any manuals for that?

A. Yes. We use the Manual J. Use the Manual J more than the Manual D, because you might have situations where you can put the system back on the same ductwork, depending on what condition it is and if it can actually handle the airflow.

Q. Okay. Now, do you have any -- do you have a mechanical license?

A. I did, in North Carolina.

Q. Okay. All right. And what was that in?

A. That was the -- in residential.

Q. So with Air Plus, any other certifications?

A. Yes. I am a NATE certified.

Q. And what is that?

A. That's -- NATE is just basically, a -- it's a national recognized program that -- it's kind of similar to like an ASE

certified car technician. Same thing with heating and air. NATE covers -- it's basically a equivalence testing.

Q. All right. So now since -- exclusively -- exclusively, because you started out seasonal in 1993.

A. Right.

Q. In 1995, okay -- and if I'm not mistaken, you worked for Logan.

A. Yes.

Q. Okay. Is that when you -- when you became HVAC, I guess, full time?

A. Yes, that's correct.

Q. And up until today's date?

A. Correct.

Q. Now, with all of, you know, Logan, Stewart's, ARS, Air Plus, roughly how many installs have you had in, I guess, all of the --

A. Twenty years now, a thousand, estimation.

Q. Okay. So those are installs. What about designing?

A. Probably half that, I would say.

Q. Okay.

MR. MURPHY: Your Honor, at this time I

would offer Mr. Stultz as an expert witness in HVAC residential, for this purpose of residential design and installation, Your Honor.

THE COURT: Mr. Cisa?

MR. CISA: No objection, Your Honor.

THE COURT: So qualified, without objection.

MR. MURPHY: Thank you.

BY MR. MURPHY:

Q. Now Mr. Stultz, have you had an opportunity -- well, do you know Mr. and Ms. Weddle?

A. I do.

Q. Okay. How do you know them?

A. I was -- actually, our salesperson, Sandra, she had asked me to go out to a residence with her to look over a job. She said there was some ductwork involved in the system. And that's when I met them.

Q. Okay. All right. Do you recall when you went out there?

A. I want to say that was probably in July.

Q. Okay. Now, when you say "July," July of what year?

A. 2015. Sorry.

Q. All right. So July of 2015, okay, you went out there.

Now, when you went out there, did you -- did you look at the present system?

A. Yes.

Q. Okay. And when you looked at the present system, describe -- I mean, how did you look at it? Was it inside? Did you go up to the attic? Outside? What did your inspection entail?

A. We did a walk-through on the inside of the house and checked boots on the inside. And then went in the attic and checked the system up there. It was just -- that particular time was just more of a cursory look at it, we didn't get real involved with it. There was no, you know, checking seams, anything like that. That it was more or less, you know, we did -- I did make a recommendation to put plastic underneath the couple runs that were sweating onto the decking of the attic. And then we went outside to check the outside unit. And Ms. Weddle was -- you know, advised me about the stand.

Q. Okay. Well, let me take you back up to the attic. Okay? You mentioned the plastic. What

did you observe up in the attic?

A. There was -- there was two runs that were coming -- the trunk line was higher than what the supplies were, and so you had the -- the supplies coming off and they went down into a downward motion and ran across the decking to the boots. And the -- it was actually laying on the decking of the attic, which was compressing the insulation and causing it to sweat into the wood.

Q. Okay. And you personally observed that?

A. Yes, I did.

Q. Okay. The condensation, you mentioned it being compressed, laying on there?

A. Yes.

Q. Did you observe anything else that could have caused the condensation during your initial visit?

A. No.

Q. Okay. Now -- and I'm sorry. When we -- okay. So we're outside with the stand. Okay. And again, this is your first visit. What did you observe with the stand?

A. The stand, you know, was off the ground probably -- I don't know, 24, 28 inches, something

like that. Did not measure it to be sure. And it was -- the condenser was aligned about halfway with the eave of the roof, where it come down.

Q. Okay. Did that -- when you observed that, any problems with that or?

A. What I stated to Mrs. Weddle and Mr. Weddle is that, I mean, it would be a wintertime thing that would be the problem. If you would have freezing rain or something like that and you have it rolling off the roof, it's going to get into the blades. The blades are going to accumulate ice, they're not going to turn as fast, which can cause problems, or you can have ice actually flying off the fan and striking the coils and that sort of thing.

Q. Okay. Now, how far, if you can testify, what would be a proper distance from what you observed for that stand to be placed?

And again, I'm outside, again.

A. Yeah. There's no -- there's no set stipulations on that. The manufacturer just recommends that you have the condenser clear of the roof line. And also, their biggest thing is airflow above the condenser. They usually recommend at least five feet.

Q. Okay. Now, if that were placed 24 inches from the eave of the house, would that be better than the present installation, in your opinion?

A. Yes. If it gets clear of that runoff, it would be definitely a better place.

Q. Now, first visit, okay? Did you observe anything else?

And when I say "anything else," any what you perceive as issues on your first visit?

A. We did look at the boots and did notice there was a lot of gaps in the boots, between the boot and the sheetrock. We did not see any mold at that time, but it had been cleaned up by then. And also the -- in the -- what I call the office area, which is that main front room, the ceiling was damaged, it was coming down. And I said something to her and she said, yeah, I know that.

MR. MURPHY: Your Honor, if I may approach. Are you through with the photos, Your Honor?

THE COURT: I am.

MR. MURPHY: Thank you, Your Honor.

BY MR. MURPHY:

Q. Now, Mr. Stultz, you mentioned the

boots. And I'm going to show you some photos that have been offered into evidence. Hand those to you. Okay.

A. All right.

Q. Now, you went out there in, if I'm not mistaken, you said 2015.

A. Yes.

Q. Okay. Now, those photos date back to 2012. Okay?

A. All right.

Q. Just get you to look at those. And once you're through looking at those, how would that compare to what you observed in 2015?

A. It be would be very comparative.

Q. Okay. Now, with those photos, sir -- and let me beg the Court's indulgence. I'm sorry.

This is 4-DD, 4-GG, 4-HH, 4-II, 4-V, 4-X, 4-BB, 4-Z, 4-AA, 4-Y, 4-FF 4-DD, 4-GG, 4-HH, 4-II, 4-V, 4-X, 4-BB, 4-Z, 4-AA, 4-Y, 4-FF and then EE 4-EE. Those photos that you have, do you see any problems with those photos, or what you observed?

A. Yes. The -- between the gypsum, or the sheetrock, and the boots, are gapped. If you go by

ACCA standards, which is air conditioning -- or excuse me, Air Conditioning Contractors Association, they would say three-eights would be no bigger the gap that you need between a boot and gypsum to be sealed with caulk or foam. Or you could use mastic with -- with web tape, similar to what you use for sheetrock. But it can't be mastic alone, it has to be with the web tape.

Q. All right. Now, there's gaps. Do you observe gaps in those photos?

A. Yes.

Q. Okay. All right. Is that concerning, that there's gaps in the photos, or in the boots?

A. Yes, that's very concerning. That's where you are going to get a lot of condensation buildup. And then that's where you're, you know, with the condensation, you know, when that starts, within 24, 48 hours, you're going to get organic growth in there.

Q. All right. Now, we heard about caulking --

A. Yes.

Q. -- and what you observed in those photos, okay. I mean, could caulking solve that problem?

A. In a few of these, yes, absolutely could.

Q. Okay. Could it solve it in all of them?

A. No. No, the gap is too big.

Q. Now, what about the placement of the -- placement of the boots? What about the duct tape and the nails?

A. The duct tape on the edges are pretty -- from what I'm seen throughout the years, a pretty common practice. And most of the time, that's from wrapping the insulation around the boot and then you tape it on the ends, like that. And also some installers, you know, those edges are sharp, and they tape them to keep from getting cut while they're installing them.

Q. Okay. Now, you mentioned -- how long were you there with that first -- first visit?

A. First visit, we was probably there, I don't know, 45 minutes, maybe.

Q. Forty-five minutes. Okay.

Did you come -- at any time, did you come back and do a more thorough inspection?

A. Yes, I did.

Q. Okay. When did you come back and do a

more thorough inspection?

A. I'm not familiar with the date, but it was in, probably, early August.

Q. Okay. And that would be August of 2015?

A. 2015. Yes, sir.

Q. Okay. So if you could walk -- and I'll try to -- if you can just describe for the Court your second inspection, okay, what you inspected and if there was any -- any -- I guess, any concerns of yours, if you could go through that. And then if there were any violations of codes, if you can go through that, too.

A. Okay. The second time I went back, I went back by myself and I met with Mr. and Ms. Weddle, and we went to the attic area. And they had already had the areas that's been presented in the photos, of areas that are cut, just so that they could check the seams and check into the system. And so they presented to me the areas that they had taken the insulation loose, to show me that there was some mastic tape in there that wasn't -- didn't have any mastic on it. And then in some of these places, there was no screws. There were a couple of places in there that,

especially on the -- this would be on the right, supply-side trunk, there was areas that just had duct tape with no mastic.

Q. All right. Mr. Stultz, I'm going to try to make this -- like I said, there are several photos that have been offered into evidence, okay, and I think to speed this up, what I may do -- and all of this is in evidence. I'm going to hand you up some photos, okay, and you just quickly go through those, and if you remember personal observations and you can testify, we'll pull that out. Okay? And then once we do that with all of these, then we can testify. Okay?

A. Okay.

Q. Again, I'm just trying to speed this up a little bit. Okay?

A. Okay. This one, here, this I did recognize. This is where the supply is running to the trunk line and the damper levers are either basically sealed in, they won't move, or you can't see them at all, they have been completely covered up.

Q. Okay. And that is 3 -- Day 2, 3-I. And how can that be a problem?

A. The manual dampers are put in there for

the purpose of balancing areas. If you have -- once you stick in ductwork, you know, sometimes you are going to have somebody come back and say, well, the bedroom is not, you know, it's not heating or cooling like it should, it's hot in there or cold in there. So you can go back and actually turn those levers, the manual dampers, and try to divert some air back towards that area, and just get a good balance in the flow of the house.

Q. Okay. And could you do that with what you observed?

A. You would have to cut them out before you did that.

Q. Okay. All right. So I'll just -- when you do that, what I'll do, I'll put the photos right there. Okay?

A. Okay.

Q. And like you're doing, if you can, you know, just set them over there to your right.

A. This one, here, is one of the runs that is actually on a plastic that I saw the first time. And when I went back the second time, they had had the insulation cut back and there was seams on there, where the metal was put together. They had mastic tape on it. Which, mastic tape is a good

tape, but the only thing about mastic tape is that the manufacturer requires the ducts to be cleaned before this is put on there, you know, and you also have to have some type of squeegee to make sure you smooth it out, make sure there's no bubbles or crinkles in there, at all.

Q. Because if there is bubbles or crinkles, what could happen?

A. It's going to leak air. And that's when you get your leakage, is when you get -- it's going to sweat inside the insulation and it's going to cause a mess. So what a lot of technicians will do, they'll use mastic tape, but then they'll go ahead and hit it with liquid mastic, just to make a good seal for it.

Q. If I'm not mistaken, that is 3-L. What did you observe?

A. Observed there was a seam for the metal that -- there was mastic tape on it, but there's no other sealant on top of that. There was a couple places where it had regular duct tape. I know it's really not used for ductwork. But if you're going to use duct tape, then it needs to have mastic as well.

Q. Okay. What would the mastic do?

A. The mastic would seal that tape up, prevent it from deterioration in the heat and humidity.

Q. Okay. All right.

A. This is another photo of what we just talked about, the run that's going on across the decking of the attic and the insulation is being compressed and sweating.

Q. Okay. That is 3-M.

A. Okay. This one, here, the measurement of the air handler sitting on the three-inch pump-ups -- that's what we call them, is pump-ups-- they come in three inches or six inches, and it really just depends on -- basically what the manufacturer says is to have that unit up out of the pan, and also so you can have your drainage fall, because you need a quarter of an inch per foot. So as long as you have got that up out of there and it's draining, it's okay to do that. Especially, in a low attic like that, those are pretty typically used.

Q. Okay. Did you -- and that is -- let's see. That's 3-R.

Did you observe any problems with the drainage?

A. The problem that I noticed with it, it was -- the air handler should have been pitched more toward the front, to get more drainage out of it. But it is -- you know, on the other side of that is what is called a blow-through coil, so its pressured. You basically have a choice, or not, to have a trap on it. If you don't have a trap on it, it could affect the efficiency of the unit, because it's going to blow through into the attic and not going to go into the house like it should.

Q. Okay. All right. That's 3-R.

A. Okay. This is the one -- the boots that I remember seeing by the fan. It had a pretty sizable gap in it. You could actually stick two fingers up in there.

Q. Could caulking fix that?

A. On a corner, maybe, but it would be better off not to do that on something that size.

Q. Now, what type of boots are these?

A. These are actually floor boots.

Q. Okay.

A. Which you can use a floor boot, but it has to be -- you have to have a tray in there, or something that you can grab ahold of, you know, knife flanges on it, so it's covered up. And also

so your grill can actually be attached to your boot and be pulled up to it tightly.

Q. Okay. Did you observe any of that --

A. No --

Q. -- with those boots?

A. -- I did not see that. No.

Q. That's 3-W. Mr. Stultz, if you want to, you can toss those right down here -- yeah.

A. Gotcha. This here, I did see this. It was kind of disturbing. I don't know if that was done by them or not. But where the floor trusses were cut out to pass the ductwork through, not a good idea. That was --

Q. Why was that disturbing?

A. What you're doing, is you're taking that -- you're taking that ceiling truss and you're weakening it. You know, I'm not a structural engineer, but just by code-wise, any more than one-quarter of that is against code.

Q. Okay. All right. And that is 3-Y.

A. Okay. I did see these. This is where the -- this is where the supply -- excuse me -- the return came out of the unit. It was not -- it had duct tape on the inside of the insulation. Which again, duct tape is not supposed to be used as a

sealant.

Q. Any mastic on that?

A. No, there's no mastic on that, at all. There's -- in between duct tape, and there's some mastic tape. So there were both kind of tapes in there.

Q. Okay. And then you if use mastic tape, would it be preferable to use mastic, also, with the mastic tape?

A. Yes. Because, again, like I said before, what you are going to be doing -- if you're doing it the way the manufacturer wants you to do it, you have to clean all that metal off before you apply that tape, and then you have to take a squeegee and completely smooth it out so there is no bubbles and crinkles, whatsoever.

Q. Why is that necessary?

A. If you don't do that, it bubbles up, you gets leaks. That's where you get your cold air leaking into that space, between the insulation, and you get condensation, and then you get into other trouble.

Q. Did you observe that in Ms. Weddle's property?

A. Yes, I did.

Q. Okay. And that was 3-B?

A. Yes. Okay. This one here, this is the right side supply. I do remember seeing that. Again, the insulation had been removed before I got there. And I was pointed to that area, so I looked at it. And again, you've got mastic tape with no other sealant. And one place over here, there is no screws, at all, to attach two pieces of metal plate together. It was just mastic tape.

Q. Okay. 3-C.

A. Okay. This one, here, is another disturbing one. This is where the roof -- one of the roof trusses have been cut out to accommodate for the ductwork, again. That's against code. If you have to have that removed, then you have to bring in a licensed contractor and put a header there.

Same thing happens when you install air handlers, sometimes they get in your way and you've got to move them because you don't have any room, you have to get somebody come in there, if they put a header in there, make sure it's structurally sound and it's code.

Q. And, sir, again with those -- and that is 3-Z.

A. Okay. This one, here, I do remember seeing this. This was a pretty substantial gap in there, probably a good two inches, in between there. Again, it's beyond that three-eighths that is recommended.

Q. And that was a gap in what?

A. This is a gap between the boot and the gypsum board, or sheetrock.

Q. Could caulk repair that?

A. That would be a tough one. No, I wouldn't say.

Q. And that's 2-S.

Here, you just give them to me and I'll toss them down for you.

A. Okay.

Q. And Mr. Stultz, that's the last one. So just like you did with those other ones -- and I'll take them from you.

A. Okay. This one, here, is the drain line. It's actually running up over top of one of the main support trusses for the house and it gives it a uphill effect. And the drainage was all gravity fed, and that's where you get your quarter-inch per foot drop. That's what you're supposed to have. Which, you know, what happens,

sometimes, in that situation. But, you know, if you run into that situation, what you need to do is put a mechanical pump in there to get rid of your condensation.

Q. Okay.

A. So that would back up condensation, big time.

Q. Did you see any effects of back-up condensation in the Weddle's residence?

A. Not at this time I was there, no.

Q. Okay. And that's 2-B.

A. Also, the condensation -- excuse me -- the condensate drain line, it is also recommended that you do the first four to five feet of what we call rubbertex, which is basically just a rubber-based insulation. Because that water, when it comes out of the air handler, it's cold, it's going to hit that pipe and it's going to condense. And it's not going to -- it's not going to cause major damage out of it, but it does create organic growth.

Q. And that's 2-A. And again, what was the problem with what you just --

A. The drain line, here, has no insulation on it.

Q. Okay.

A. That's right where it comes out of the air handler.

Q. I think when you say "drain line," is that the PVC pipe?

A. Yes, sir.

Q. Gotcha. That was 2-A.

A. This one, here, is the backside of the supply. I did observe that. Again, there is mastic tape with no mastic over top of it. There's several bubbles and crinkles in that tape where it wasn't smoothed out, and looked like a couple places there was -- actually, the adhesion was actually coming loose, because the ductwork was probably dirty. And if it gets dirty or insulation on it, it won't stick real well, and that's why you use mastic over top of that.

Q. Okay. That's 2-E.

A. This one, here, there's several areas of actual duct tape over the insulation. It's not sealed with mastic. And again, that duct tape will maybe last a year, maybe. Maybe two, before it deteriorates -- starts deteriorating off.

Q. So if that duct tape was placed in 2012, when would you expect that to maybe

deteriorate?

A. It would start deteriorating pretty immediately, as soon as the first summer. That attic is 150 degrees. But yeah, 2012, 2013, 2014. It's probably going to start to come unadhered.

Q. Once it started deteriorating, could that cause any problems?

A. Yes. That's when your insulation starts coming loose, because that tape -- that's the purpose of that tape, is to seal the insulation to the ductwork. If it comes loose, insulation comes loose, then you've got condensation starting on your ductwork and --

Q. Okay.

A. Yeah. This picture, here, it's another picture of one of the dampers that was sealed in. And you couldn't move it, at all.

Q. And that's 2-K.

A. This was the return plenum box. It had a probably -- probably a quarter-inch gap in it. Wasn't too wide, but there was no -- no screws attached to that one side. And so there was no -- there's no mastic tape on it. It was just -- it gapped open and -- you know, I didn't find any evidence of any, at that time, anyway.

Q. Okay. That is 2-H.

A. Okay. This one, here, also, I'm seeing the -- these are the supply runs. The branch is coming off, also running along the trusses of the attic, which is also compressing them. It did have straps on them. The straps were basically compressing the insulation as well. They were too tight. They're just supposed to be put on enough just to hold the weight of that ductwork. It's not supposed to be wrapped completely tight, where it compresses the insulation. That would deteriorate the R-value.

Q. I'm sorry. What is the R-value?

A. R-value is what's between the heat and the cold. That's your barrier area. That's your heat barrier.

Q. And that's 2-A.

Sir, I'm going to leave those right there.

You said you went out on the second day, and we got into the photos that you inspected. Okay. And you testified to -- with those photos. Okay. But if you can just go through your inspection and what you found when you did the detailed inspection --

A. Okay.

Q. -- and any problems, if there were any violations that you observed.

A. Okay. The first thing we did was went to the attic. And again, in going back to the insulation, a few areas was already taken loose so that I could see the metal. So I went in there and looked at the metal and saw a few of the areas, like the supply plenum, that was not attached all the way. It wasn't screwed in. It was screwed in on the other side, but not all sides. And then there was no -- no kind of sealant on it; no tape, no mastic on it.

Also saw the mastic tape on the supply line. Did not go behind the unit. But this was in front of the unit. So it would be the supply trunk line, to the right; did see the mastic tape with no mastic on it. Did observe an area with no screws in it to attach it to two pieces of metal.

Again, saw the lines, the supply lines, running down, across the decking of the attic, which were compressing the insulation and was actually sweating into the wood. There was water spots on the decking.

The -- did notice that the drain line

didn't have a adequate insulation on it, at the time. Did see the three-inch -- well, like I said, again, what we call pump-ups in there, which, I mean, it was okay, because of the space that you had to deal with. So I didn't see a problem with the three-inch pump-ups at that time. I checked the -- excuse me -- the return going around -- it goes around the metal and then goes down into the return box to the house. Did inspect that. Again, there was places on there that were not sealed with mastic. Just mastic tape. Couple places were actually duct tape.

Q. Okay.

A. And then we moved to -- excuse me. Let me throw this in.

That's when I did see the trusses that were cut out to accommodate for the ductwork.

Q. Okay.

A. Then we went to the downstairs and started looking at the boots. Again, there was no registers in there. They were all -- had been removed. And the mold was cleaned up. But my thing with noticing, was the gaps between the gypsum board, or sheetrock, between that and the boots. Some of them were -- some of the boots were

compressed and jammed into the hole, which that creates -- you know, if you don't cut your hole big enough, you're going to have to fit that boot in there. And that's what happens to it, it gets crinkled up and it gets jammed in there, which creates holes on the end of it where you've got your crinkles at, which, basically, is the size of a quarter.

Q. And could that cause problems?

A. Well, again, it's going to cause the -- going to cause the mixing of the air, which will cause condensation.

Q. All right.

A. So we looked at all the boots, just to see, you know, what was going on with those. And a lot of those I did observe that -- the gapping. The return -- looked at the return. The return box, it was sealed, but it wasn't sealed real good. There's some areas that could have been done better. And I did notice that it was put back towards the back of the hall, which is where the thermostat is at. But in hindsight, it could have been put further down the hallway, to where you have the -- you have the living room, office, and a doorway, to kind of condition that area.

Q. Okay.

A. So we did look at boots. And I had talked to Ms. Weddle. The windows that were in the house, one of the things I noticed right off the bat were single pane, which is going to cause a significant amount of thermo.

Q. And what is thermo?

A. Thermo, again, that's just your radiation coming through the glass. And that's going to create -- you know, in the summertime it's going to be hot, wintertime it's going to be cold. So you have to, kind of, account for that when you do your load calculation.

Q. Did you do a load calculation?

A. I did.

Q. We'll get to that in a little bit.

Your inspection, anything else during your inspection?

A. The only other thing we looked at was the outdoor unit. Again, we looked at the stand. And we talked about, you know, moving that stand out further, getting the condenser away from the roof line.

Q. Okay. All right. And then Mr. Stultz, stop right there. I'm going to show you -- okay.

This is Defendant's 4-L. Okay?

A. Uh-huh.

Q. Is that a picture of the stand and the roof line?

A. Yes, it is.

Q. Okay. Looking at that, does that give you any concern?

A. Again, the only concern it would give me is the wintertime, because you're going to get runoff coming in there and it's going to build up ice into the condenser.

Q. Did you inspect or do you know what tonnage system was put in the house?

A. Yes. It was a 2-ton.

Q. Okay.

A. Or -- I was thinking -- I think it's 2-and-a half.

Q. Two-and-a-half. All right.

Now, you said you did a load calculation?

A. Yes.

Q. Okay. And when you do a load calculation, what do you use for that? What's it called, again?

A. The Manual J is what it's -- what it's

called. We use Wrightsoft. And you have to put details of how many panes of windows you've got, how many windows, what size it is, what R-value you have in insulation in your walls, your attic. Just variable information to determine what the heating and cooling load is.

Q. Okay. So you -- you did a -- you did a load J [sic]. Correct?

A. Yes.

Q. Okay. Also, did you do a diagram of the Weddle's house?

A. Yes.

Q. Okay. And then if I'm not mistaken, did you give them a quote to replace their system?

A. I did.

Q. Okay.

(DFT. EXH. 5, Quote/diagram/Manual J calculation, was marked for identification.)

MR. MURPHY: We're just checking them. I'm going to hand you Defendant's Exhibit Number 5.

BY MR. MURPHY:

Q. Okay. Do you recognize that?

A. Yes, sir.

Q. And what are -- what is that?

A. This is a quote to replace the heat

pump and all ductwork, including the boots.

Q. Okay. What else is also included in that?

A. You have a manufacturer's labor warranty that's purchased, on there, for $865. Also, a duct blast at the end of installation.

Q. I think there is three pages. What is the second page?

A. Second page is a diagram. You got -- there is a, what they call a branch -- or excuse me -- it's called a trunk and branch configure. And you have single and you have double. And what is there now is a double, which is okay. What the customer was wanting was what they call a single, which is putting it over towards the garage and then you just run down -- you just decrease your ductwork as you go down through, to maintain your airflow.

Q. Okay. All right. And what's the last document?

A. That is the Manual J from the Wrightsoft.

MR. MURPHY: Well, are you going to let that in or are you going to object?

MR. CISA: Your Honor, I don't really

have an objection, except I wasn't furnished with the calculation that he did using the Manual J and I would have liked to have had that beforehand. We were furnished with a Wrightsoft Manual J calculation that comports with a 2-and-a half ton unit that was done by a guy named Preston Knight. But I didn't have the Manual J that this gentleman apparently did. And I would have liked to have had that prior to coming here, so we could run it also and check it.

The one we had was in compliance with what we put in. So I don't have an objection. I do have a quote -- in fact, I have two quotes. The one, I think, he has got in his hand. And I also have -- that's the diagram you're talking about.

MR. MURPHY: Okay. You want to mark that, see if he recognizes that?

MR. CISA: I think that's the same thing he's got, isn't it?

MR. MURPHY: Yeah.

MR. CISA: I got those.

THE COURT: Let me make sure I understand. No objection to the quote or the diagram, but an objection as to the Manual J evaluation, because your position is you didn't

have it in order to be able to properly evaluate it with your client.

MR. CISA: Exactly. And that's the diagram.

THE WITNESS: Yes, sir.

MR. CISA: I have that. In fact, I have this quote and that diagram, and then I have -- I have another quote that was done by Air Plus. It's a different number. But then the only Manual J I was provided with, we did look at, but it was done by Preston Knight, who may be a witness. I don't know if he is or not.

MR. MURPHY: No, Your Honor. He was subpoenaed, Your Honor, but I don't plan to call him.

MR. CISA: So my problem is, Judge, I just haven't had time to evaluate this Manual J that he's got, because I didn't know about it. I don't know that we're going to finish today, anyway. He says he has got two more witnesses.

THE COURT: I was thinking along those lines. I'm going to let it in subject to that objection. And if we are not finished with Mr. Stultz today, that may cure the problem and give you an opportunity to compare, to follow with

his cross-examination, if you don't enough time to prepare today.

MR. CISA: Yes, sir.

THE COURT: So I'll let all three of them -- again, I understand that there may be different or possibly conflicting quotes or other documents and that's something that we'll just address through the cross-examination.

(DFT. EXH. 5, moved into evidence.)

MR. MURPHY: Beg the Court's indulgence a little bit.

BY MR. MURPHY:

Q. All right. So -- all right.

So again -- okay. The diagram. Okay.

MR. MURPHY: And, Your Honor, I'm sorry. Defendant's Exhibit Number 5, is that in evidence, Your Honor?

THE COURT: That's in evidence.

MR. MURPHY: Subject to -- gotcha.

BY MR. MURPHY:

Q. Now, that diagram right there, what does that show, again?

A. This shows that the air handler is set into the -- over the garage, and it's using a single branch trunk configuration, running down the

length of the house.

Q. All right. And when you said the single branch, what are sizes of the branches?

A. It goes from 16, and works its way down to 14 and 12.

Q. And then, why do you do that?

A. That maintains the volume of air as you go down, due to the length. It's what they call the total effect of length. And as that air goes down, it's going to start decreasing, so you want to compress it as you go.

Q. Now, the present system that's in there, describe the trunk line that you observed. Any problems with that trunk line?

A. It's a two-way configuration. And the only problem that I really saw with the way it was put together was, is that the left side was larger than the right side.

Q. Okay.

A. And that's going to screw -- that's going to mess up the balance of the area. Because the larger side is going to get all the air, basically. And whatever is on the other side of the house is not going to get any cooling and heating.

Q. And the left side, when you said "the left side," what does the left side supply?

A. The left side did the bedroom areas. And from what I see of the right side, that was the kitchen, office, living room area.

Q. Now, the plenum coming off the air handler, was that properly sized, that you observed, the length of it?

A. Yes.

Q. Okay. Now, any -- any lines going -- any present lines going into any of the rooms, did you observe any issues?

A. On the --

Q. Well, like in the -- because I think different supply calculations, you would want a six-inch or four-inch?

A. Yes. It did have six-inch going to the bathrooms, which is a lot of air for a bathroom. It's recommended to be four-inch for bathrooms.

Q. Okay. All right. Any other issues with the supplies?

A. Other than there's some places that could have used another supply, like the kitchen area, and one in the master bedroom. Other than that, everything looked normal.

Q. Okay. All right. Anything else that you can think to say about the diagram?

A. I just -- we had recommended putting a return in that laundry area, just to get rid of some of that heat so it's not -- you know, infiltrate into the living room area. And that's about it.

Q. You said Manual J. You did a Manual J calculation on the house?

A. Yes.

Q. Okay. Is that in your report?

A. It is.

Q. And I mean, that report has a lot of numbers.

A. Yeah.

Q. Okay. But in essence, why do you do a Manual J?

A. You do it to get the load calculation of the house, and it tells you how many BTUs of heating and cooling you need at a desired temperature.

Q. All right. And that would allow you to select equipment?

A. Yes.

Q. Okay. All right. Now, when you

did -- when you did the load J [sic], what was your calculation?

A. The calculation comes out, and it's not in a -- say a long version of a BTU, it comes out like a -- and this one came out as 2.8 tons.

Q. 2.8 tons.

A. Yes.

Q. Okay. So with that load calculation of 2.8 tons, what system should be placed in that house?

A. Based on 2.8, you just round it up to 3.

Q. Three tons?

A. Three tons.

Q. Okay. And I think you testified, before there was a 2-ton, but I think you said 2-and-a-half ton?

A. Two-and-a-half ton. Yes, sir.

Q. In your opinion, the current system in there, is that adequate for the house?

A. No.

Q. And why is it not adequate?

A. What's happening, is they're getting infiltration into the house, because it is an older house, and that system cannot keep up with that

infiltration as it is. They're not going to be making any changes to the insulation in the walls or the windows, so that load is going to stay the same. So we have to accommodate for that load, which is -- the current system is not able to keep up. And, you know, somebody that would be in there, it's going to be cold in the winter, it's going to be hot in the summer.

Q. All right. Besides what you just testified, anything else on the load J you have there?

A. No. I think that's it.

Q. All right. Now Defendant's Exhibit -- that's the first page of Defendant's Exhibit Number 5, and if I'm not mistaken, that's a quote. Correct?

A. Yes.

Q. All right. The system -- I mean, in your opinion -- and when I'm talking about "the system," I'm talking about this current system. How would you rate this system?

A. The current system?

Q. Yeah, the current system.

A. It's a good unit, it's just undersized.

Q. All right. Now, what about the

ductwork?

A. Ductwork? I would say that -- it's not the worst I've seen, but it's mediocre, at best.

Q. Okay. What about the boots?

A. The boots are -- definitely need to be changed.

Q. Okay. I mean, with what you observed, you know, with the system, the tonnage of the system, the ductwork and the boots, in your expert opinion, do you think this was done in a careful, diligent and workmanlike manner?

A. No.

Q. Now, that quote right there is -- what's that quote for?

A. The total?

Q. Yeah. Or that quote is to --

A. Okay. This quote is to replace the heat pump system with a 3-ton, 15 SEER.

Q. And that 3-ton, with your load J calculation, is the proper tonnage for that house based on the age?

A. Yes.

Q. And you said "infiltration." I guess, infiltration, that's outside environment coming into the house?

A. Coming into the house.
Q. I'm sorry. Please continue.
A. That's to replace the heat system, 3-ton, 15 SEER. And also replacing all the ductwork, including boots.
Q. At this time of that quote, do you have a contract with Ms. Weddle?
A. Do not.
Q. Okay. Now, in your opinion, does that system -- well, can you go in there and caulk it and band-aid this system, or does this system have to be replaced?
A. It needs to be replaced, because the system is undersized.
Q. Okay. All right. If you replaced it -- now, when you say the system has to be replaced, are you talking about just the -- the 3-ton or the entire system?
A. The 2-and-a-half ton needs to be replaced with a 3-ton.
Q. And what about the ductwork?
A. The ductwork, it's one of those situations where it would cost you more time and labor to fix it than it would just to tear it out and put it back.

Q. Okay. What about the boots?

A. Boots need to be replaced with sealing boots or magic boots. Which, magic boots have a nice little flange on them that you can fit down through there. And also, the registers will actually screw into it, and it's insulated on the inside of it.

Q. And that would prevent or could prevent the problems that you see?

A. Yes.

Q. Okay. All right. And then you quoted $12,580?

A. That's correct.

Q. Was there a prior quote, also?

A. There was a quote done, and then it -- it was probably about four weeks, I would say -- maybe three or four weeks -- I got ahold of Beth and she said they had a death in the family. And I told her, I said, get back with me when she got back and she could talk to me. And so we met up and talked about some changes to what she wanted, and that increased the quote.

Q. Okay. All right. But prior to that quote right there, you did have a quote. Correct?

A. Yes, that's correct.

Q. Okay. I'm going to hand you Defendant's Exhibit Number 6.

(DFT. EXH. 6, Quote for 3-ton, 14 SEER unit, was marked for identification.)

BY MR. MURPHY:

Q. Do you recognize that?

A. Yes.

Q. Okay. Is that the first quote?

A. That is the first quote.

Q. All right. And that quote is for what?

A. This is a 3-ton, 14 SEER. And also replacing all the ductwork, including boots.

Q. Okay. And what was that quote?

A. The dollar amount?

Q. Yeah. I'm sorry about that. Dollar amount.

A. Dollar amount was $10,662. This does not include the manufacturer's warranty of the $800 and the stand and all that, so that would be the difference there.

Q. So that would be the difference between Defendant's Exhibit Number 5 and Defendant's Exhibit Number 6?

A. Yes.

MR. MURPHY: Okay. Your Honor, at this

time, Defendant would move Defendant's Exhibit 6 into evidence.

MR. CISA: No objection, Your Honor.

THE COURT: So admitted.

(DFT. EXH. 6, moved into evidence.)

MR. MURPHY: Beg, the Court's -- I think I only have one more question, Your Honor.

THE COURT: All right.

BY MR. MURPHY:

Q. Now, with the ductwork, the connections and the gaps; per code, how much gap should be in the connections?

A. Between the boots and the -- which gap are you referring to?

Q. No. Putting the -- putting the ducts together on the plenum and a duct.

A. Okay. There should be no gaps.

Q. Okay. And if I'm not mistaken, you testified that you observed gaps.

A. Yes.

Q. Okay. Would that be in code or out of code?

A. Well, that's kind of a loaded question. Inspector would probably pass it. But it's just not -- it's not good standards of practice to leave

gaps in it, because it's -- again, if you go back with ACCA, their recommendation is no gaps. It causes duct leaks.

Q. Okay. And you observed duct leaks. Correct?

A. Yes. Absolutely.

MR. MURPHY: Your Honor, at this time, I have no further questions.

THE COURT: All right. Let me ask you, Mr. Murphy, after Mr. Stultz, do you have any other witnesses?

MR. MURPHY: Just one, Your Honor.

THE COURT: And who will that be?

MR. MURPHY: Your Honor, it was going to be Michael Bryant.

THE COURT: And what kind of witness is he?

MR. MURPHY: Your Honor, there was testimony of photos about leakage. He's went out and given a quote of how much it would be to repair.

THE COURT: So he's another expert type or possibly an expert type?

MR. MURPHY: Well, I don't know if he would be an expert, Your Honor. He works in home

maintenance. He went out, he observed some damages.

THE COURT: Is he here today?

MR. MURPHY: Yes, sir. He's right here.

THE COURT: Okay. That's fine.

Mr. Cisa, how long do you anticipate for cross-examination of Mr. Stultz?

MR. CISA: Judge, probably 30 minutes -- 30, 45 minutes.

I doubt -- and I've got to put Mr. Sires back up to respond to all this. I would prefer, probably, to break now and come back and finish it up.

THE COURT: That was going to be my next question. Based upon the possibility that you didn't have an evaluation, to review that, and we do need to come to a stop since -- if it looked like we were going to be able to finish in the next 45 minutes, I think we might plow on. Since it's become obvious we're going to need a third day, let's do that and use this as a breaking point.

MR. MURPHY: Your Honor, can I make a suggestion?

THE COURT: Certainly.

MR. MURPHY: We could come back at a later date with Mr. Stultz for cross-examination, as well as Mr. Sires.

Would it be -- I would like to ask if Mr. Bryant is here, could he testify? He's just got limited --

THE COURT: Yeah, I understand. And his desire, probably, to get out of here as well. Can we take care of Mr. Bryant in the next 15 to 20 minutes, Mr. Cisa?

MR. CISA: I'm not sure exactly what he's going to say, Judge.

MR. MURPHY: Your Honor, I'll show it to Mr. Cisa again.

MR. CISA: I mean, I've got -- you sent me an invoice, but I don't know what he's going to testify to, or his proposal.

Well, the Judge is asking me how long I think it's going to take. What I'm saying, is I'm not sure. I did get his estimate. I've got his proposal. I'm just not sure --

THE COURT: I do not want to limit your ability to directly examine him or to cross-examine him by putting an unreasonable time constraint, nor do I want to interrupt Mr. Stultz's testimony to

have only a partial testimony. So unfortunately, it looks like we're going to have to come back at a later date.

Now, what I would like to do, is I want you-all to get with the court reporter to make sure we're squared away on the exhibits for today, before we come back for the third one. Let's make sure and find out where the rest of the stuff is, so that's all squared away as well. When we resume, we'll resume with Mr. Stultz on the stand for cross-examination and any redirect that is appropriate.

Mr. Stultz, you're under oath, you're on the witness stand, you leave here today as if you are still on the witness stand. You're not supposed to talk to these folks. Okay? You see them in the grocery store, you can say hello. Other than that, don't talk to them about the case.

First thing that's going to happen when you come back in, I'm going to remind you you're under oath and I'm going to say, did you talk to anybody about this case? And hopefully, you'll say no. Okay?

THE WITNESS: Okay.

THE COURT: So you can step down.

I'll -- so -- from the parties, you lawyers are going to check with the court reporter to make sure we got the paperwork straight on that.

Mr. Bryant, sorry we couldn't get to you today. I guess it was Mr. Murphy who contacted you to be here. He will let you know, but we can't tell you a definite time. Can't start it tomorrow. It will be down the road a little bit. And if you're needed back, then Mr. Murphy will let you know. Okay? But you're excused for today.

MR. BRYANT: Okay.

THE COURT: Thank you, sir. All right.

Any questions, gentlemen?

MR. MURPHY: No, Your Honor. We'll get with the court reporter about the evidence, how we're going to secure that. Then we'll track down the others.

THE COURT: Okay. As long as we have got some definite plan. Because, for whatever reason, I was a little confused from before. Okay?

Anything else, before we break?

MR. CISA: No, sir.

THE COURT: Okay. Thank you all very much.

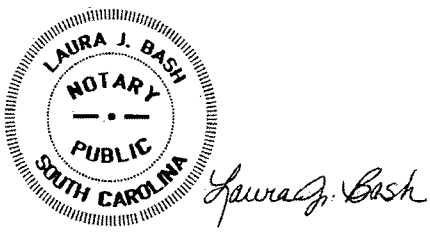
(The hearing concluded at 4:52 p.m.)

CERTIFICATE OF REPORTER

I, Laura J. Bash, Registered Merit Reporter and Notary Public for the State of South Carolina at Large, do hereby certify that the foregoing transcript, is a true, accurate, and complete record.

I further certify that I am neither related to nor counsel for any party to the cause pending or interested in the events thereof.

Witness my hand, I have hereunto affixed my official seal this 24th day of June, 2016, at Charleston, Charleston County, South Carolina.



Laura J. Bash, RMR
My Commission expires
July 7, 2025

I N D E X

PAGE

WITNESS: JOHN BAILEY
REDIRECT EXAMINATION:
MR. MURPHY 5
RECROSS-EXAMINATION:
MR. CISA 8

WITNESS: DERRIK WEDDLE
DIRECT EXAMINATION:
MR. MURPHY 11
CROSS-EXAMINATION:
MR. CISA 32
REDIRECT EXAMINATION:
MR. MURPHY 43

WITNESS: LINDA WEDDLE
DIRECT EXAMINATION:
BY MR. MURPHY 52
CROSS-EXAMINATION:
BY MR. CISA 141
REDIRECT EXAMINATION:
BY MR. MURPHY 169

WITNESS: JACK STULTZ
DIRECT EXAMINATION:
BY MR. MURPHY 186

CERTIFICATE OF REPORTER 243

EXHIBITS

DEFENDANTS' EXHIBITS	PAGE/LINE MARKED FOR IDENTIFICATION		PAGE/LINE ADMITTED IN EVIDENCE	
DFT. EXH. 1, Day 2	45	18		
DFT. EXH. 2, Day 2	85	16	112	14
DFT. EXH. 3, Day 2	116	1	131	8
DFT. EXH. 4, Day 2	138	13		
DFT. EXH. 4-A through 4II	177	5	177	5
DFT. EXH. 5, Day 2	223	17	227	9
DFT. EXH. 6, Day 2	236	3	237	5

TERMS AND CONDITIONS

PAYMENT TERMS
Payment is due upon completion of work, as described on reverse hereof. Any payment not received within 30 days from completion of work is subject to interest at the highest amount lawfully allowed by law in the state in which the work was performed.

COLLECTION COSTS
Buyer agrees that to pay all expenses incurred by Service Experts for any delinquent accounts, including, but not limited to actual attorney's fees, filing fees and costs. Any and all disputes arising out of this sale will be interpreted under the laws of the State of Delaware.

WARRANTIES & LIMITATIONS ON WARRANTIES
Service Experts warrants that all work performed will be completed in a professional manner free from defects in workmanship for a period of 12 months from the date the work was performed. Only the manufacturer's warranty is provided on any parts or materials provided in connection with the work. Service Experts' obligation is limited to the replacement of any defective parts or workmanship and is conditioned upon Service Experts receiving actual written notice of defect within applicable warranty period(s).

100% Satisfaction Guarantee applies so long as: 1) the entire HVAC system (the "System") is maintained annually by a Service Experts technician; 2) all repairs recommended by Service Experts are performed on the System; 3) the System has been used solely for the purpose and under the conditions for which it was designed and has not been subjected to misuse, alteration, accident or abuse.

THE FOREGOING WARRANTIES ARE EXCLUSIVE AND IN LIEU OF EXPRESS OR IMPLIED WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SERVICE EXPERTS IS NOT SUBJECT TO AND DISCLAIMS DAMAGES FOR LOST PROFITS AND ALL CONSEQUENTIAL, INDIRECT, INCIDENTAL, CONTINGENT AND PUNATIVE DAMAGES.

BUYER'S RIGHT TO CANCEL
BUYER MAY CANCEL THIS AGREEMENT BY MAILING A WRITTEN NOTICE TO SERVICE EXPERTS AT THE ADDRESS LISTED ON THE FRONT ON THIS AGREEMENT AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THE TRANSACTION.

MAINTENANCE
Any alterations, additions, adjustments or repairs made by a party other than Service Experts, unless authorized or agreed upon in writing by Service Experts, will be cause to terminate Service Experts' obligation under the contract.

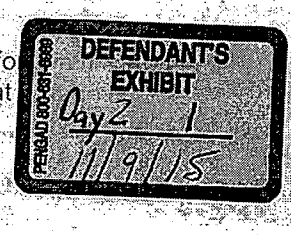
LIEN RIGHTS
Service Experts hereby notifies Buyer that persons or companies furnishing labor or materials for the construction on Buyer's land may have lien rights on Buyer's land and buildings if not paid.

MISCELLANOUS
Entering into this agreement, you consent and permit Service Experts to contact you by phone (via live operator or automated call) to schedule and provide products and services associated with your purchase or service. You consent to receive future communications and advertising about the products and services we offer via phone, email or mail.

ENTIRE AGREEMENT
This agreement sets forth the entire agreement between the parties with respect to the matters set forth in this agreement and supersedes all other agreements either written or oral concerning the subject of this agreement.

STATE OF TX:
Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157, Austin, Texas 78711, 1-800-803-9202, 512-463-6599, www.license.state.tx.us. Texas State Board of Plumbing Examiners P.O. Box 4200 Austin, Texas 78765-4200 (800) 845-6584

This Agreement sets forth the entire agreement between the parties with respect to the matters set fo
and supersedes all other agreements either written or oral concerning the subject of this Investment



Pardee
HEATING & AIR CONDITIONING
A Service Experts Company

843.766.9001
PardeeServiceExperts.com

1952 Belgrade Avenue
P.O. Box 31811
Charleston, SC 29407

Customer Name: Derrick Weddle
Street Address: 155 Foxbrough
City: Goose Creek State: ____ Zip: ____ Email: ____
Home Phone: ____ Work Phone: 843 767 4096
Service Address: ____

OFFICE USE ONLY
Job #: ____
Date: 11 / 15 / 2013
Install Date: / /
RSC: Dean Bays

✓ 100% Satisfaction Guarantee
○ Monthly Payment Financing
○ PLUS™ Maintenance Agreement: ○ Monthly ○ Qtly ○ Semi-Annual ○ 1 Yr ○ 2 Yr ○ 3 Yr ○ ____ ○ RA
○ Official ENERGY STAR® Retail Partner ○ Local and Federal Permits and Code Compliant
○ NATE-certified Professional Technicians ○ Fully Bonded, Licensed and Insured

EXPERT SERVICE, GUARANTEED

Equipment	System Option 1	System Option 2
○ Outdoor	Remove and Replace all 2.5 ton duct	
○ Outdoor	system with all hard pipe and	
○ Indoor	all new Register Put all Pipe high	
○ Indoor	up in rafter and using 14 on Supply	
○ IAQ	side and 16" on return. Seal in all new	
○ IAQ	boots, Install all new register and boot	
○ Controls	the correct way.	
○ Controls		
○	It will take 4 to 5 days	

Was possible asbestos observed? ○ Yes ✓ No
Has the customer been informed of their responsibility to remove it? ○ Yes ○ No
Were possible microbes observed? ○ Yes ✓ No
Has the customer been informed of the possible presence of microbes? ○ Yes ○ No
See "Special Concerns Terms" on the reverse side of this page.

EXPERT INSTALLATION

- ○ Reconnect existing duct work
- ○ Add Supply ____
- ○ Add Return ____
- ○ Insulate duct work
- ○ Seal duct work
- ○ Balance air flow
- ○ Reconnect existing wiring
- ○ Weatherproof elec. disconnect
- ○ Circuit breaker
- ○ Power circuit
- ○ Control wiring
- ○ Ceiling saver kit w/auto cutoff
- ○ Gas Piping
- ○ Flue Piping ○ Flue Liner
- ○ Opti-sized refrigerant piping
- ○ Architectural piping cover
- ○ Condensate piping/pump
- ○ Condenser foundation pad
- ○ Vibration/shock isolators
- ○ Combustion air
- ○ ____ Gallon Water Heater
- ✓ Replaced components disposal
- ○ Other ____
- ✓ Drop cloth/floor saver protection
- ✓ Complete cleanup & vacuuming
- ✓ Certified refrigerant handling
- ✓ Inspect ducts for size and leakage
- ○ Load calculation completed
- ✓ Verify proper refrigerant charge

WARRANTIES (provided if checked)

○ A/C Compressor	____	years
○ A/C Parts	____	years
○ Furnace Parts	____	years
○ Heat Exchanger	____	years
✓ Labor	1	years

NOTES All new boots
All new register covers
Right size (16") return piping
Starting out with 4" pipe on supply line
Wrapping all pipe correct for high R-value

Date of Sale 11 / 19 / 13
Model # ____
Serial # ____
Dealer Number 534812
○ CASH ○ VISA ○ M/C ○ AMEX ○ DISC ○ SEI ○ Check # ____

Delivery Date / / 12/4/13

System Investment	18775
Indoor Air Quality	
Total Home Comfort Investment	
Sales Tax	
Less Initial Investment	-
Balance Due Upon Completion	18775

Print Customer Name ____
Acct # ____
Auth Code ____ Credit Plan ____
Amount Financed ____ Exp. Date ____

Customer Signature ____ Date ____
Customer Signature ____ Date 11/15/13
Consultant Signature Dean Bays Quote expires ____ 434

Satisfaction Guaranteed!

Terms and Conditions apply, see reverse of agreement for details. As a PLUS™ Service Plan customer, you'll enjoy low payments at the interval of your choice: monthly, quarterly, semi-annually or annually, beginning 13 months from the Delivery Date of your new system.

BUYER'S RIGHT TO CANCEL: You, the buyer, may cancel this transaction at any time prior to midnight of the third business day after the date of this transaction. See the notice of cancellation and Terms & Conditions on the reverse side. ©Copyright 2013, Service Experts LLC

Air Plus Heating & Air

State Certified M105289

Angie's List Super Service Award 2011, 2012, 2013 & 2014

Phone: 843-225-6265

Equipment Replacement Agreement

PREPARER FOR: BETH WEDDLE
ADDRESS: 155 FOXBOROUGH RD
GOOSE CREEK, SC
EMAIL:
HOME# ( ) WORK# ( ) CELL# ( )

PREPARED BY: Jack STULTZ
PHONE #: 259-6010 DATE: 8/21/15
JOB ADDRESS:
INSTALL DATE:

FOR THE SUM SET FORTH WE AGREE TO FURNISH, INSTALL AND SERVICE THE FOLLOWING AS PER THE SPECIFICATIONS OUTLINED BELOW:

TOTAL COMFORT SYSTEM	Equipment
EQUIPMENT MANUFACTURER	TRANE
HEAT PUMP / STRAIGHT COOL	
CAPACITY / REF. TYPE	3 TON
SEER / HSPF RATING	15
OUTDOOR UNIT MODEL #	
INDOOR UNIT MODEL #	
INSTALLED EQUIPMENT PRICE	$7165.00
ADD ONS DuctWork	$4,000.00
TOTAL INVESTMENT	$11,165.00

Scope of Work

REPLACE HEAT PUMP SYSTEM + ALL DUCT WORK INCLUDING BOOTS.

MANUFACTURER WARRANTY WHEN REGISTERED

- [x] 10 Year(s) labor
- [x] 10 Year(s) compressor
- [ ] Other
- [ ] Year(s) Condenser Coil
- [ ] Year(s) Heat Exchanger
- [x] 10 Year(s) Parts

Total Add On $865.00

THERMOSTAT

- [x] Manufacturer Model #: PRO 6000
- [ ] Zoning System

Total Add On $

INDOOR AIR QUALITY

- [ ] Air Purifier
- [ ] Media Filter
- [ ] UV Light

Total Add On $

PIPING

- [ ] Liquid Line
- [ ] Condensate Pump
- [ ] Flush
- [ ] Suction Line
- [ ] Outdoor Line Cover
- [ ] Easy Trap
- [x] Emergency Drain Pan w/ Float Switch
- [ ] Flue Piping
- [x] Safety Switch
- [ ] Gas Piping

Total Add On $

AIR DISTRIBUTION AND DUCT WORK

- [ ] Reconnect Existing Ductwork
- [ ] Weather Hood
- [x] Replace Existing Ductwork
- [x] New Return Air Grilles
- [x] New Supply Air Grilles
- [ ] Modification or Supply Plenum
- [ ] Modification of Return Plenum
- [x] Replace Return Air Plenum
- [x] Replace Supply Air Plenum
- [x] New Supplies
- [x] New Returns
- [x] New Boots

Total Add On $

MISCELLANEOUS

- [x] Outdoor Unit Stand SIT IN Blocks
- [x] All Required Permits
- [x] Includes Required Disconnects, Switches, Breakers and Conduit
- [ ] Other Duct Blast
- [ ] Outdoor Unit Pad
- [x] Removal of Existing Debris from Premises
- [x] Priority Customer Service Agreement
- [x] Refrigerant Recovered & Disposed of as Required
- [x] Complete Clean-up Including Drop Cloths & Shoe Coverings

Total Add On $ 550.00

Payment Terms

- [ ] Cash
- [ ] Check
- [ ] Credit Card
- [x] Financing

Payment due at completion of work.

This Proposal / Agreement Valid for: _____ Days

$12,580.00

I/We Own the Real Property in which the equipment is to be installed and have the authority to order the work as outlined above. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

I/We choose the system for $12,580.00 and agree to pay indicated above. A deposit of $ 6290.00 is being collected prior to the start of work.

Approval: _____ Customer Date: _____

Approval: _____ Air Plus, LLC Date: 9/17/15

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry all necessary property insurance. Our workers are fully covered by Workman's Compensation Insurance.

Air Plus, LLC 4365 Dorchester Road, Suite 211, North Charleston, SC 29405 Phone: (843) 225-6265 Fax: (843) 971-6255

DEFENDANT'S EXHIBIT 5 11/19/15

wrightsoft

Right J® Mobile Report
Entire House

Job: 12389
Date: 9/17/2015
By:

SC

Project Information

For: Weddle
SC 29405

Design Conditions

Location:
Cherleston, SC, US
Elevation: 39 ft
Latitude: 33 °N

Outdoor:	Heating	Cooling
Dry bulb (°F)	29	92
Daily range (°F)	-	16 (M)
Wet bulb (°F)	-	78
Wind speed (mph)	15.0	7.5

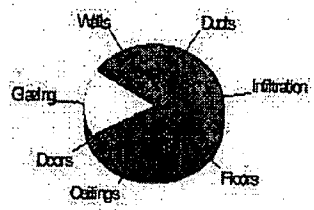
Indoor:	Heating	Cooling
Indoor temperature (°F)	70	75
Design TD (°F)	41	17
Relative humidity (%)	30	50
Moisture difference (gr/lb)	14.1	56.1

Infiltration:

Method	Simplified
Construction quality	Average
Fireplaces	0

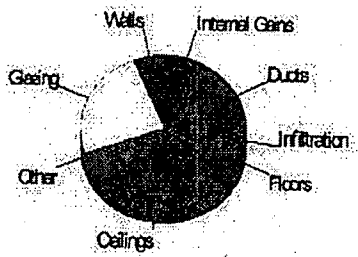
Heating

Component	Btuh/ft²	Btuh	% of load
Walls	3.7	3902	15.6
Glazing	36.8	4417	17.7
Doors	16.0	502	2.0
Ceilings	3.3	4472	17.9
Floors	3.2	4307	17.3
Infiltration	3.0	3639	14.6
Ducts		3707	14.9
Piping		0	0
Humidification		0	0
Ventilation		0	0
Adjustments		0	
Total		**24947**	**100.0**



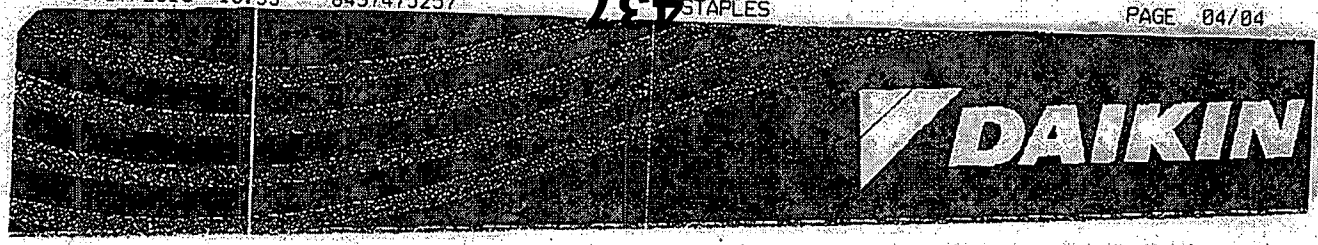
Cooling

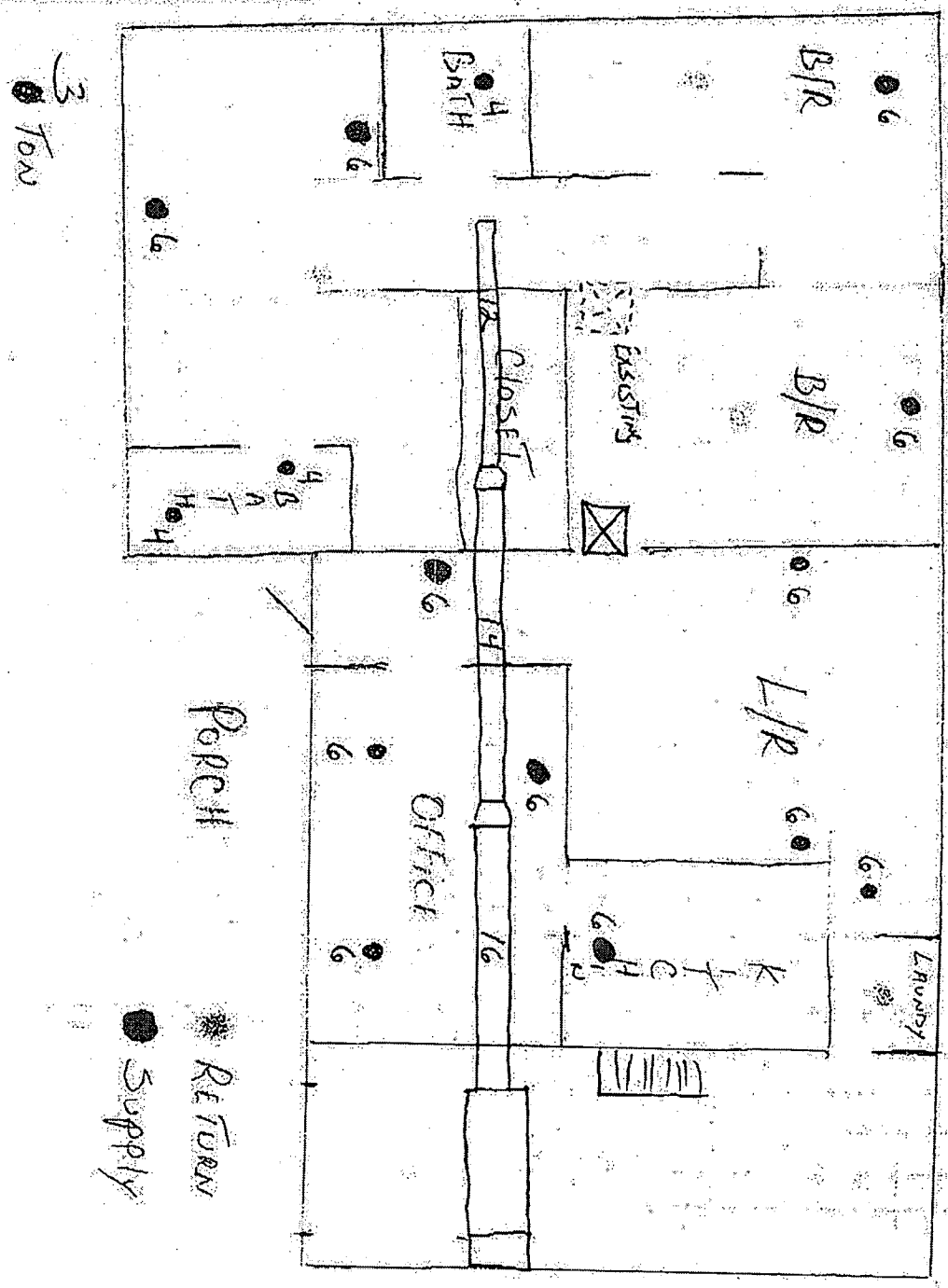
Component	Btuh/ft²	Btuh	% of load
Walls	1.5	1531	6.2
Glazing	50.1	6009	24.4
Doors	11.9	375	1.5
Ceilings	6.0	8097	32.9
Floors	1.1	1479	6.0
Infiltration	0.6	778	3.2
Ducts		4232	17.2
Ventilation		0	0
Internal gains		2120	8.6
Blower		0	0
Adjustments		0	
Total		**24623**	**100.0**



Latent Cooling Load = 3029 Btuh
Overall U-value = 0.110 Btuh/ft²·°F

Data entries checked.


DAIKIN


3 TON
BATH
B/R
CLOSET
EXISTING
B/R
BATH
PORCH
OFFICE
L/R
KITCH
LAUNDRY
RETURN
SUPPLY

Air Plus Heating & Air

Angie's List
Super Service Award
2011, 2012, 2013 & 2014

State Certified
M106289

Phone: 843-225-6265

Equipment Replacement Agreement

PREPARER FOR: BETH WEDDLE
ADDRESS: 155 FOXBOROUGH RD
GOOSE CREEK, SC
EMAIL: BWEDDLE1956@GMAIL.COM
HOME# ( ) WORK# ( ) CELL# ( )

PREPARED BY: JACK STULTZ
PHONE #: 259-6010 DATE: 8/21/15
JOB ADDRESS:
INSTALL DATE:

FOR THE SUM SET FORTH WE AGREE TO FURNISH, INSTALL AND SERVICE THE FOLLOWING AS PER THE SPECIFICATIONS OUTLINED BELOW:

TOTAL COMFORT SYSTEM	Equipment
EQUIPMENT MANUFACTURER	CARRIER
HEAT PUMP / STRAIGHT COOL	
CAPACITY / REF. TYPE	3 TON
SEER / HSPF RATING	14
OUTDOOR UNIT MODEL #	25HCD336A003
INDOOR UNIT MODEL #	FX4DNF037L00
INSTALLED EQUIPMENT PRICE	$ 7162.00
ADD ONS: DUCTWORK	$ 3500.00
TOTAL INVESTMENT	$ 10,662.00

Scope Of Work
REPLACE HEAT PUMP
SYSTEM + ALL DUCT
WORK INCLUDING BOOTS.

MANUFACTURER WARRANTY WHEN REGISTERED

- [x] 1 Year(s) labor
- [x] 10 Year(s) compressor
- [x] Other
- [x] 10 Year(s) Condenser Coil
- [ ] ___ Year(s) Heat Exchanger
- [x] 10 Year(s) Parts

Total Add On $_____

THERMOSTAT

- [x] Manufacturer Model #: EDGE
- [ ] Zoning System

Total Add On $_____

INDOOR AIR QUALITY

- [ ] Air Purifier
- [ ] Media Filter
- [ ] UV Light

Total Add On $_____

PIPING

- [ ] Liquid Line
- [ ] Condensate Pump
- [ ] Flush
- [ ] Suction Line
- [ ] Outdoor Line Cover
- [x] Easy Trap
- [x] Emergency Drain Pan w/ Float Switch
- [ ] Flue Piping
- [x] Safety Switch
- [ ] Gas Piping

Total Add On $_____

AIR DISTRIBUTION AND DUCT WORK

- [x] Reconnect Existing Ductwork
- [ ] Weather Hood
- [x] Replace Existing Ductwork
- [x] New Return Air Grilles
- [x] New Supply Air Grilles
- [ ] Modification or Supply Plenum
- [ ] Modification of Return Plenum
- [ ] Replace Return Air Plenum
- [ ] Replace Supply Air Plenum
- [ ] New Supplies _____
- [ ] New Returns _____
- [x] New Boots

Total Add On $_____

MISCELLANEOUS

- [ ] Outdoor Unit Stand
- [x] All Required Permits
- [x] Includes Required Disconnects, Switches, Breakers and Conduit
- [ ] Other
- [ ] Outdoor Unit Pad
- [x] Removal of Existing Debris from Premises
- [x] Priority Customer Service Agreement
- [x] Refrigerant Recovered & Disposed of as Required
- [x] Compete Clean-up Including Drop Cloths & Shoe Coverings

Total Add On $_____

Payment Terms

- [ ] Cash
- [ ] Check
- [ ] Credit Card
- [ ] Financing

Payment due at completion of work.

This Proposal / Agreement Valid for: 30 Days

I/We Own the Real Property in which the equipment is to be installed and have the authority to order the work as outlined above. The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

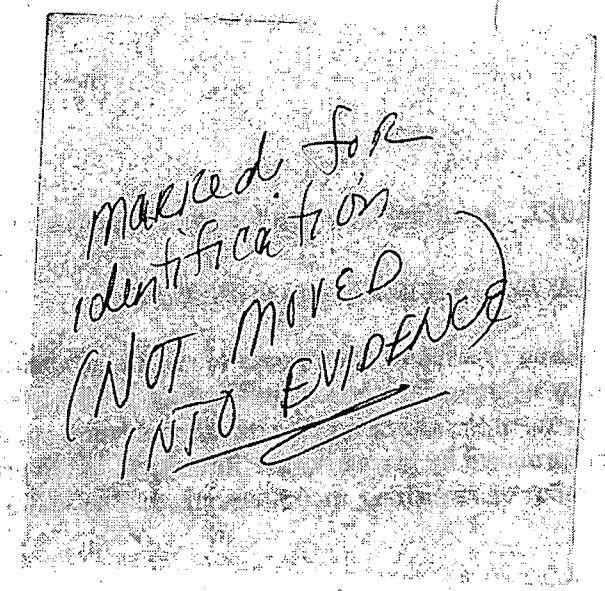
I/We choose the system for $ 10,662.00 and agree to pay indicated above. A deposit of $ 5331.00 is being collected prior to the start of work.

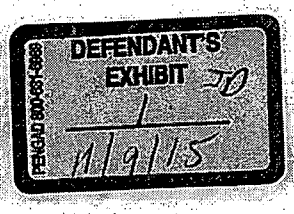
Approval: _____ Customer Date: _____

Approval: _____ Air Plus LLC Date: _____

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to the standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry all necessary p... Our workers are fully covered by Workman's Compensation Insurance.

DEFENDANT'S EXHIBIT 6 11/9/15


marked for
identification
(NOT MOVED
INTO EVIDENCE)


DEFENDANT'S
EXHIBIT 30
1
11/9/15

March 8th, 2012

Mr. Clint Sires
Carolina Comfort Specialists
1967 Vestry Drive
Charleston, S.C.20414

Dear Mr. Sires,

As of this date March 8th, 2012, I am filing with you under the South Carolina Code of Laws, 1976, Section 25-5-80
"The notice of nonresponsilbility by owner of building or structure".

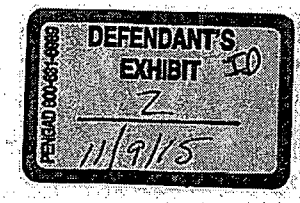
"The owner of any such building or structure in process of erection or being altered or repaired, other than the person by whom or in whose behalf a contract for labor or materials has been made, may prevent the attaching for any labor thereon not at the time performed or material not then furnished by giving notice, in writing, to the person performing or furnishing such labor or furnishing such materials that he will not responsible therfor."

Therefore with this notice of nonresponsilbility being sent to you as of March 8th, 2012, I am preventing you from attaching any lien in my name, Mechanic's or otherwise, to the property located at 155 Foxborough Rd, Goose Creek, S.C.

I, Linda McGee Weddle, am the sole owner of the above property, and accept nonresponsilbility and will not be responsible therefore.

Sincerely yours,

Linda McGee Weddle
5883 Ryan's Bluff Rd.
No. Charleston, S.C. 29418


DEFENDANT'S
EXHIBIT
10
Z
11/9/15

March 17th, 20122

Mr. Clint Sires
Carolina Comfort Specialists
1967 Vestry Drive
Charleston, S.C. 29414

Mr. Sires,

On 3-16-12 you told me that my name was on a quote to replace the A/C at 155 Foxborough Rd., Goose Creek and that you told my husband to sign my name. I told you that was fraud and illegal and that I had no part whatsoever in the dealings of you and my husband. I didn't sign any contract, make any agreement with you or have any knowledge of the A/C work and had not given permission or approval for any work on the replacement of the AC to you or my husband.. Mr. Sires you said that you would come and rip out all the work and Rick could get someone else to do the job. I want you to come and get your equipment. I will never trust you because you have acted in bad faith. You and Rick will have to work it out. My husband told me that he will pay you when the job is completed and the installation and workmanship is corrected.

You will have to work with my husband to settle your differences because I would not be able to hide my disgust for your behavior. You would not let me come to your place of business and pick up a copy of my forged signature and you said you did not want to talk to me and that your place of business was your home and that I could see the document in court. You did not even give Rick a copy until 3-16-12. I called you 5 or 6 times to get the copy, however when Rick called you that evening, you e-nailed it to him. I would like an explanation of that!

I accept non-responsibility for the installation of the air conditioning system that you installed at 155 Foxborough Rd., Goose Creek. You and Rick need to have a meeting as soon as possible and clear this matter up. You tried to hit Rick for $3500.00 in addition to the $9000.00 to correct your installation errors and poor workmanship. This is exploitation. You told me there was a lifetime warranty on the ductwork on 3-16-12. Where can that be found in writing? Rick said you never told him that.

Beth Weddle

5883 Ryan's Bluff Rd.
No. Charleston, S.C. 29418
767-4096

Ltr to Clint Sires from Beth Weddle 3/17/12

Ltr of non responsibility