

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
Derrick Loyal Weddle.....Appellants,

RECORD ON APPEAL

VOLUME II

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SC Court of Appeals

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

INDEX

VOLUME I

ORDERS

Order Denying the Defendants' Rule 59 Motion of the Honorable Dale Edward Van Slambrook Dated and filed October 13, 2016	1
Order of Judgment (granting judgment to Plaintiff) of the Honorable Dale Edward Van Slambrook Dated May 24, 2016 and filed May 26, 2016	3
Consent Order of Reference Filed April 5, 2013	14

PLEADINGS

Lis Pendens, Summons, and Complaint with exhibits Dated June 18, 2012 and filed June 26, 2012	15
Answer and Counterclaims Dated July 27, 2012 and filed July 30, 2012	35

MOTIONS

Plaintiff's Notice of Motion and Motion Pursuant to Rule 59 Dated and filed June 20, 2016	41
--	----

TRANSCRIPTS

Transcript of trial held September 23, 2015 with exhibits Dated September 23, 2015	51
Transcript of trial held November 9, 2015 with exhibits Dated November 9, 2015	189

VOLUME II

Transcript of trial held April 4, 2016 with exhibits Dated April 4, 2016	443
---	-----

Transcript of Rule 59 motion hearing held September 15, 2016	
Dated September 15, 2016.....	558

OTHER

Affidavit of Linda McGee Weddle with exhibits	
Dated and filed June 20, 2016.....	587

Affidavit of Derick Loyal Weddle with exhibits	
Dated and filed June 20, 2016.....	635

Notice of Appeal	
Dated November 11, 2016, and filed November 17, 2016	678

Certificate of Counsel

In the Matter Of:

Carolina Comfort Specialists v
Weddle, Derrik and Linda

Hearing
April 04, 2016

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1 STATE OF SOUTH CAROLINA

MASTER OF EQUITY COURT

2 COUNTY OF BERKELEY

3 CAROLINA COMFORT SPECIALISTS,

4 Plaintiff,

5 vs.

CASE NO. 2012-CP-08-1869

6 DERRIK AND LINDA WEDDLE,

7 Defendants.

8
9 HEARING BEFORE: HONORABLE DALE E. VAN SLAMBROOK

10 DATE: April 4, 2016

11 TIME: 9:43 AM

12 LOCATION: Berkeley County Courthouse
13 300 California Avenue
14 Moncks Corner, SC

15 REPORTED BY: Priscilla Nay,
16 Certified Shorthand Reporter

17 A. WILLIAM ROBERTS, JR., & ASSOCIATES

18 Fast, Accurate & Friendly

19 Charleston, SC Hilton Head, SC Myrtle Beach, SC
20 (843) 722-8414 (843) 785-3263 (843) 839-3376

21 Columbia, SC Greenville, SC Charlotte, NC
22 (803) 731-5224 (864) 234-7030 (704) 573-3919
23
24
25



A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
scheduledepo.com

APPEARANCES OF COUNSEL:

ATTORNEYS FOR THE PLAINTIFF
CAROLINA COMFORT SPECIALISTS:

CISA & DODDS, LLP
BY: FRANK M. CISA
858 Lowcountry Boulevard, Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
frank@cisadodds.com

ATTORNEYS FOR THE DEFENDANTS
DERRIK AND LINDA WEDDLE:

VANNOY, MURPHY, LLC
BY: MICHAEL MURPHY
105 Carolina Avenue
Moncks Corner, SC 29461
(843) 761-0610
michael@vannoymurphy.com

(INDEX AT REAR OF TRANSCRIPT)

1 THE COURT: It is my understanding from
2 a brief pretrial conference that this is being, I
3 guess, a continuation of this matter. The witness
4 who was on the stand was Mr. Stoltz

5 MR. MURPHY: Yes, Your Honor.

6 THE COURT: At the time we last
7 concluded we finished his direct examination and
8 he'll be put back on the stand to continue with
9 cross-examination as part of the defense case.

10 Thereafter there will be at least one
11 final witness from the defense and then a rebuttal
12 possibly, a witness or two, from the Plaintiff.

13 Is that correct?

14 MR. MURPHY: Your Honor, it is for the
15 defense.

16 THE COURT: And I brought out the
17 exhibits which y'all had a chance to take a look at
18 from both of the previous days' hearings. Those
19 are on the table in front of the court reporter for
20 y'all's review or use as appropriate with the
21 various witnesses. Now, Mr. Stultz.

22 THE WITNESS: Yes.

23 THE COURT: All right. Come on back up
24 here. Come on over to the witness stand, please.
25 I think you were sworn and under oath before

1 before. Basically this is a continuation.

2 THE WITNESS: Right.

3 JACK STULTZ

4 having previously been sworn, testified as follows:

5 THE COURT: Since the last hearing did
6 you discuss or talk with the lawyers or talk with
7 either of the parties in this case?

8 THE WITNESS: No, I have not.

9 THE COURT: All right. Thank you, sir.
10 Mr. Cisa.

11 MR. CISA: Thank you, Your Honor.

12 EXAMINATION

13 BY MR. CISA:

14 Q. Is it Schultz or Stultz?

15 A. It's Stultz.

16 Q. Stultz. Okay. Mr. Stultz, as I
17 understand it, you did what is called a Manual J at
18 this residence?

19 A. Yes.

20 Q. Okay. And can you tell the Court what
21 a Manual J is?

22 A. A Manual J is a heating and air
23 conditioning load calculation and it takes an
24 account of windows, type of windows, insulation,
25 the core values of walls and that sort of thing.

1 Q. Do you use a special program to
2 determine the Manual J?

3 A. Yes.

4 Q. What kind of program do you use?

5 A. The one we use is Wrightsoft.

6 Q. Okay. Is it a software program? Is it
7 a program where you plug in certain information
8 like the amount of windows, the type of insulation,
9 and things of that nature and it tells you what
10 size unit to put in?

11 Is that what it does?

12 A. That's correct.

13 Q. And the Weddles' attorney forwarded me
14 a Manual J and they tell me this is the Manual J
15 you did. Is that correct?

16 A. That's correct.

17 MR. CISA: Your Honor, I would like
18 that to be marked as a Plaintiff's Exhibit. I'm
19 not sure exactly where we are with that. May I
20 take a look at this?

21 THE COURT: Certainly, if you need to
22 open that sealed envelope.

23 MR. CISA: Yes, sir. I think I do.

24 THE COURT: I guess it's photographs
25 and some of the other exhibits. If that needs to

1 be done, go ahead.

2 MR. CISA: All right. Thank you. Your
3 Honor, this document that I opened was from the
4 hearing held on September 23rd, 2015 and it's got
5 Plaintiff's Exhibit 1, Plaintiff's Exhibit 2,
6 Plaintiff's Exhibit 3, and Plaintiff's Exhibit 4.

7 So I think -- it also has Defendant's
8 Exhibit 1 -- looks like 1 through 13. So I think
9 this will be a Plaintiff's exhibit.

10 THE COURT: I've got a reference to a
11 Plaintiff's Exhibit 5. Why don't we just identify
12 it as Day 3, Plaintiff's Exhibit 1?

13 How about that? Either way. Whatever
14 way makes it most convenient for y'all.

15 MR. CISA: I think it really should be
16 Plaintiff's Exhibit 6. You can put an Exhibit 6.

17 (PLF. EXH. 6, was marked for
18 identification.)

19 MR. CISA: Judge, here's an extra copy
20 you can look at, if you'd like.

21 THE COURT: Thank you. Is that being
22 marked for identification?

23 MR. MURPHY: I think he identified it
24 if I'm not mistaken, Your Honor.

25 MR. CISA: I moved it into evidence, I

1 believe, Judge.

2 THE COURT: Any objection?

3 MR. MURPHY: No objection, Your Honor.

4 THE COURT: The Wrightsoft Manual J
5 mobile report dated 9/23/15 for project information
6 is identified as Plaintiff's Exhibit 6 entered into
7 evidence without objection.

8 (PLF. EXH. 6 in evidence.)

9 BY MR. CISA:

10 Q. Let me ask you a couple of preliminary
11 questions to make sure I understand how this works.
12 How many BTUs does one ton of air conditioning give
13 you?

14 A. 12,000.

15 Q. So that two tons would give you 24,000?

16 A. 12,000. Yes, sir.

17 Q. Two and a half tons would give you
18 30,000 BTUs?

19 A. Yes.

20 Q. And two and a half tons would give you
21 36,000 BTUs?

22 A. That's correct.

23 Q. Now, Plaintiff's Exhibit 6, is that the
24 Manual J that you performed relative to the
25 residence we're here about?

1 A. Yes.

2 Q. All right. When you did your Manual J
3 how many BTUs did you determine were needed for
4 this residence? Tell me where it is in the report.

5 Is it on the first page?

6 A. It would be on the second page. You
7 can see where the equipment total load is 26,633
8 but the required capacity is 2.9 tons and that's
9 the program taken in calculation for central
10 heating, latent heating.

11 Q. Okay. So the BTU requirement would be
12 26,633. Correct?

13 A. Yes.

14 Q. So if you had two tons that would be
15 24,000 and if you had two-and-a-half-tons that is
16 would be 30,000 BTUs, right?

17 A. Correct.

18 Q. So two and a half tons would be
19 adequate for this house based upon your calculation
20 that 26,633 BTUS was required, correct?

21 A. Again, it's the program that takes in
22 more -- this is a -- this is basically just a --
23 this is a quick calculation program. The actual
24 Manual J you would have -- its long form would take
25 you a long time to do and there's a lot more

1 information. What they've done with the program is
2 they've put simple formulas in there to tabulate
3 the information that you put in there and then like
4 I said -- again, based on this required total
5 capacity is 2.9 tons.

6 Q. Well, didn't you just tell me that two
7 and a half tons of air conditioning would give you
8 30,000 BTUs?

9 A. Yes, sir.

10 Q. And didn't you tell me that when you
11 did your Manual J to determine how many BTUs were
12 needed the BTUs that were required for this home
13 was 26,633. Correct?

14 A. Yes.

15 Q. That's less than 30,000?

16 A. It is.

17 Q. So wouldn't a two-and-a-half-ton system
18 that generates 30,000 BTUs -- wouldn't that have
19 been adequate for this particular house?

20 A. Not according to this.

21 Q. Well, you just told me you needed
22 26,633 BTUs and two and a half tons will give you
23 30,000 BTUs, correct?

24 A. That is correct.

25 Q. Okay. But even though that's what the

1 calculation was you say that two and a half tons
2 would not be sufficient to generate 26,633 BTUs,
3 correct?

4 A. Rephrase that.

5 Q. I said you're -- what you're telling
6 this Court is even though two and a half tons of
7 heating of air -- although it would generate 30,000
8 BTUs and this home only required 26,633 BTUs that
9 in your opinion two and a half tons is inadequate
10 to heat and cool this house?

11 A. What I'm referring to is -- a load
12 calculation is based on sensible and latent cooling
13 and really if you look at ACCA standards, ACCA
14 really -- you know, when you're doing duct loads or
15 any kind of loads it's based on windows. It's
16 based on windows and R values.

17 So that's what this program is doing.
18 It's taking the information that I put in and it's
19 telling -- it's saying, okay, you know, there's
20 26,000, but there's other factors that's going to
21 increase the load on this house. So that's why it
22 spits out 2.9 tons.

23 Q. Did Ms. Weddle tell you she wanted a
24 three-ton unit in this house?

25 A. Did she tell me?

1 Q. Yes.

2 A. She did at one time. Yes, sir.

3 Q. Okay. And you were paid by Ms. Weddle
4 to go out and take a look at all of this?

5 A. Yes.

6 Q. Now, have you ever serviced this
7 system, this HVAC, in this home?

8 A. I have not.

9 Q. Have you done any repairwork to this
10 HVAC in the home?

11 A. No.

12 Q. Is it important to service a system
13 like this, an HVAC system?

14 A. Yes, it is.

15 Q. How often do you need to service it?

16 A. Manufacture warrantees require at least
17 once a year, but we always do one every two years
18 or -- excuse me -- twice a year.

19 Q. Twice a year?

20 A. Yeah.

21 Q. So if I called you to service my HVAC
22 you would tell me I need to do it every six months,
23 correct?

24 A. Yes. That's correct.

25 Q. Okay. Tell me what you do when you

1 service a system.

2 A. It depends on what the season is. If
3 it's cooling you check your indoor -- your air
4 handler which is your indoor unit, check your coils
5 and make sure they're clean. You check your amp
6 draws, check your motors, your blower motors. You
7 make sure the drain lines are clear.

8 With the outdoor unit you check your
9 compressor, fan motors, make sure you wash the
10 outdoor coils. Grass and that sort of thing gets
11 clogged in the coils. And then you check the
12 refrigerant and make sure that it's charged
13 properly.

14 Q. Do you also check and make sure the
15 cabinet for the air handler is tight --

16 A. Yes.

17 Q. -- because they can loosen up?

18 A. That's correct.

19 Q. Let me go back to one thing before I go
20 forward with that. If you have too much tonnage
21 for an HVAC system is that a bad thing?

22 A. Yes.

23 Q. Why is it a bad thing?

24 A. What happens is the system will cool,
25 but it will not dehumidify. When that starts

1 happening, especially with the high humidity in the
2 summertime, then it's going to create mold.

3 Q. Okay. It will create mold if it's too
4 much tonnage?

5 A. That's correct.

6 Q. So if you came to my house and you did
7 your Manual J and you said, Frank Cisa, you need
8 two and a half tons and I said, no, I want to be
9 cooler than that because I like cool air and I said
10 I want you to put a three or a three-and-a-half-ton
11 in what would you tell me?

12 A. I would tell you that you needed a
13 two-and-a-half-ton.

14 Q. Now, when you service a system and you
15 clean coils why are you cleaning coils?

16 A. The indoor, you're naturally going to
17 get organic growth on it. It's going to happen.
18 So that's why you need to get it serviced every
19 year, keep them clean so they don't get clogged and
20 air obstructions and sometimes the inside of the
21 air handler can also grow organic growth and the
22 outdoor unit you've got grass.

23 You've got whatever else. You know,
24 that coil is like a big vacuum cleaner. It sucks
25 in everything around it.

1 Q. I think you testified in your direct
2 examination that you saw microbial growth in this
3 house. Is that correct?

4 A. Yes.

5 Q. Okay. And that's caused by moisture?

6 A. Yes.

7 Q. And can that be caused because the
8 coils are dirty?

9 A. Not necessarily. The coils can be
10 dirty, but you may not have it in the house. It
11 just depends on how bad the growth is. It can --
12 you know, it can go through the ductwork and
13 penetrate into the house, but most of the time
14 people don't even know their coils have any organic
15 growth on them unless you actually look at them or
16 maybe they might notice a smell.

17 Q. Well, that's why you have them
18 serviced. So you come out and clean the coils,
19 correct?

20 A. Correct.

21 Q. And that's because a dirty can decrease
22 the flow?

23 A. That's correct.

24 Q. Low freon can cause microbial growth,
25 correct?

1 A. Yes.

2 Q. A loose cabin for the air handler can
3 cause microbial growth?

4 A. That's correct.

5 Q. If you pull the insulation away from
6 the boots that can cause microbial growth?

7 A. Correct.

8 Q. Dirty filters in the return can cause
9 microbial growth, correct?

10 A. Yes, because that obstructs the air
11 flow.

12 Q. Right, because you reduce the air flow.
13 You can reduce the air flow with dirty filters and
14 reduce the air flow with dirty coils?

15 A. That is correct.

16 Q. When you were out there do you remember
17 if there was a tenant in the house?

18 A. There was not at the time.

19 Q. Okay. Do you remember when you went
20 out?

21 A. I'm thinking September. Early
22 September.

23 Q. Of last year?

24 A. Yes.

25 MR. CISA: I don't have anything

1 further. Thank you very much.

2 THE WITNESS: You're welcome, sir.

3 THE COURT: Any redirect?

4 MR. MURPHY: Yes, Your Honor. Beg the
5 Court's indulgence.

6 EXAMINATION

7 BY MR. MURPHY:

8 Q. Mr. Stultz, based on the
9 cross-examination and the questions that Mr. Cisa
10 asked you does that change in any of your testimony
11 that you gave on direct examination?

12 A. No.

13 Q. Now, sir, you mentioned when you
14 were talking about the two and a half tons and
15 30 BTUs -- you made the statement -- and I think
16 you were referring to the -- I think this is
17 Plaintiff's Exhibit Number 6.

18 I think you made the statement, "not
19 according to this." When you mentioned, "not
20 according to this" what did you mean?

21 A. Well, again, like I said, you know,
22 it's got the BTUs down at the bottom here, but it's
23 also taken in the sensible and the latent cooling.
24 It's also taking in all the information of
25 infiltration and all those aspects of the program

1 and it's putting it in here. So it's saying 26,000
2 but it may -- you know, according to the
3 infiltration or those possible things it may be a
4 little extra tonnage. You know, 25 percent more is
5 what it may be.

6 Q. And it was your recommendation or you
7 testified that the current system in there, the
8 two-and-a-half-ton was inadequate for the house?

9 A. Yes.

10 Q. And also the workmanship again of what
11 you observed and I believe you went out there in
12 September of 2015?

13 A. Yes.

14 Q. Can you describe the overall
15 workmanship again that you observed with the HVAC
16 system.

17 A. Yes. When I got there, again, the --
18 there were some areas that insulation was already
19 pulled back that Mrs. Weddle, you know, wanted to
20 show me, you know, the taping aspects of
21 everything. So I checked that and some of the
22 taping was not done properly.

23 You know, was it a complete disaster?
24 No, but there were some areas that needed to be
25 fixed. Mainly it was tape. Some of the insulation

1 was wrapped a little bit too tight and taped
2 improperly.

3 Q. Okay. And "too tight" you observed
4 it -- the ductwork sweating if I'm not mistaken?

5 A. That's correct.

6 Q. Now, this is already offered into
7 evidence, Defendant's Exhibit Number 5 and 6.

8 MR. CISA: Your Honor, we've already
9 been through all this on direct.

10 THE COURT: Is this in response to the
11 cross-examination?

12 MR. MURPHY: I would say yes, Your
13 Honor, concerning the two and a half to three-ton.
14 Your Honor, this is already in evidence.

15 THE COURT: It is, but I don't think --
16 you're getting into matters that were testified to
17 on cross.

18 MR. MURPHY: Yes, Your Honor. Beg the
19 Court's indulgence. I think I may be done, Your
20 Honor, if I may just look had my notes real quick.
21 I have nothing further, Your Honor.

22 THE COURT: Thank you. Any objection
23 to this witness being excused?

24 MR. CISA: None from the Plaintiff,
25 Judge.

1 MR. MURPHY: None, Your Honor.

2 THE COURT: Thank you, Mr Stultz. You
3 may be excused.

4 MR. MURPHY: Your Honor, if I can
5 confer with my client I only have one witness and
6 he's in the courtroom. Mr. Michael Bryant, Your
7 Honor. Thank you, Your Honor. Your Honor, the
8 defense would call -- I'm sorry -- Michael Bryant
9 to the stand, Your Honor.

10 THE COURT: Mr. Bryant, come on up.

11 MR. MURPHY: Your Honor, if I may
12 approach, I had one exhibit that I'd like to mark,
13 but I've got to find out where I'm at, Your Honor.

14 MR. MURPHY: Your Honor, I'm noting
15 that's it's already been into evidence on Day 2.
16 If I can, Your Honor, can I mark this Day 3
17 Defendant's 1?

18 THE COURT: Whatever makes sense to
19 y'all that y'all can follow as far as the record.

20 MR. MURPHY: Yes, sir.

21 THE COURT: Whatever that is that's
22 being marked as a Defendant's Exhibit 1, Day 3, is
23 there any objection to that and how do we identify
24 it?

25 MR. CISA: Your Honor, it is an

1 estimate prepared by Michael Bryant is my
2 understanding.

3 THE WITNESS: Yes, sir.

4 MR. CISA: If that's correct, I have no
5 objection to it.

6 MR. MURPHY: Yes, Your Honor. It is.

7 THE COURT: We'll enter that without
8 any objection. I believe you said it's probably
9 entered already and it's just a formality but
10 that's how we'll mark that and show this without
11 objection.

12 MR. CISA: Your Honor, I have this in
13 my file. This was the original that you already
14 have in your file, but it's the Court's copy and
15 I'm just going to put it up here for you.

16 THE COURT: All right. Thank you.

17 MR. CISA: It's the same thing. I
18 think it's the same transcript that they sent to
19 you, but it may be an easier form for you.

20 THE COURT: Day 1 or Day 2?

21 MR. CISA: September 23rd. I think
22 that was Day 1.

23 THE COURT: Okay.

24 The Court: Mr. Murphy.

25 (DFT. EXH. 1, was marked and entered

1 into evidence.)

2 MICHAEL PAUL BRYANT

3 being first duly sworn, testified as follows:

4 EXAMINATION

5 BY MR. MURRAY:

6 Q. Mr. Bryant, can you state your full
7 name for the record and spell your last name,
8 please.

9 A. Michael Paul Bryant.

10 Q. And, sir, are you the owner of Home
11 Maintenance Services?

12 A. Yes, sir.

13 Q. Okay. And what type of work do you do,
14 sir?

15 A. Painting, drywall, and handyman-type
16 issues.

17 Q. All right. Did you have the
18 opportunity to go to a residence in Goose Creek
19 owned by Ms. Beth Weddle?

20 A. Yes, sir.

21 Q. Do you recall when you did that?

22 A. Late last year. Sometime around
23 September to November.

24 Q. Okay. And when you went out there did
25 you go inside the house?

1 A. Yes.

2 Q. Okay. When you went inside the house
3 what did you do?

4 A. I gave her an estimate on -- I believe
5 it was replacing around each boot, scraping texture
6 off of ceilings, and repainting.

7 Q. And based upon that did you create an
8 estimate?

9 A. Yes.

10 Q. Okay. And if I'm not mistaken that
11 estimate has already been admitted into evidence
12 and that's in your hand right there?

13 A. Uh-huh.

14 Q. That's Defendant's Day 3, Defendant's
15 No. 1. Okay. Now, besides the boots were any
16 other repairs quoted?

17 A. Yeah. There was putting in a piece of
18 drywall I believe at the AC return. Everything is
19 on the proposal here.

20 Q. So if I can just go over the proposal,
21 Line 1 says: Replace drywall along crack in living
22 room/dining room.

23 A. Uh-huh.

24 Q. Approximately 8-foot line long?

25 A. Yes, sir.

1 Q. I think your quote there was \$305?

2 A. Yes, sir.

3 Q. Put drywall in hole where AC return is,
4 that is getting removed. That's \$120?

5 A. Uh-huh.

6 Q. Now, did you go upstairs in the attic?

7 A. Yes, I the did.

8 Q. Okay. I think the third line is
9 concerning that where you say: Replaced cut wood
10 in attic where AC unit was installed and run under
11 ductwork?

12 A. And run under ductwork. Yes.

13 Q. Okay. That quote -- I guess that
14 portion of the job was \$475?

15 A. Yes, sir.

16 Q. Okay. And then you previously
17 testified about repairing the vent holes where mold
18 was found?

19 A. Yes, sir.

20 Q. You quoted \$935 for that?

21 A. Yes, sir.

22 Q. Okay. And then also areas of drywall
23 in the master bedroom ceiling, that was \$85?

24 A. Uh-huh.

25 Q. And then scrape and slick ceilings,

1 \$1,125?

2 A. Yes.

3 Q. And then I think finally: Scrape and
4 remove texture in master bedroom and paint ceiling?

5 A. Yes.

6 Q. Now, sir, with the -- with the vent
7 holes, what did you observe with the vent holes?
8 Why did you have to cut out or give a quote with --
9 cut out and replace those or fix those?

10 A. She wanted to get rid of the mildew
11 that was on the ceilings in the house that were
12 around the AC boots.

13 Q. All right. What about the master
14 bedroom? If I'm not mistaken that's the room all
15 the way to the left, to the front of the residence
16 if I'm not mistaken?

17 A. Yes, sir.

18 Q. Okay. You had to do some ceiling work
19 there or you quoted to do some ceiling work?

20 A. Yes.

21 Q. Okay. What was that based upon?

22 A. Let's see. Sorry if my memory is a
23 little vague. It was a little while ago.

24 Q. No. You're fine.

25 A. I think one area was rescraping some

1 texture in the bathroom area that's in the master
2 and then there was a -- let's see.

3 Q. During your inspection did you observe
4 any water damage?

5 A. Water damage? I don't remember so. I
6 don't think so.

7 Q. And I think we were discussing the
8 master bedroom and I think you had time. Do you
9 remember now why you had to do work in the master
10 bedroom?

11 A. It says here: A two-by-two area of
12 drywall in the master bedroom ceiling. Like I
13 said, that was like six months ago almost. So I
14 really don't remember exactly the extent of what
15 that was.

16 Q. All right. So, sir, according to this
17 estimate you total of that up. I think you quoted
18 Ms. Weddle \$3,645?

19 A. Yes.

20 MR. MURPHY: Okay. Your Honor, at this
21 time I have no further questions.

22 THE COURT: Mr. Cisa.

23 MR. CISA: Thank you.

24 EXAMINATION

25 BY MR. CISA:

1 Q. Mr. Bryan, have you done any of this
2 work?

3 A. Yes, sir. Oh, no, not at her house.

4 Q. Okay. You haven't done any of this?

5 A. No. I haven't done anything.

6 Q. Those areas around the boots, did you
7 go upstairs to visualize where they had taken and
8 moved the insulation around from all of the boots?

9 A. Yes. I went up in the attic and looked
10 at everything. I don't remember exactly. You
11 know, I remember there was mildew inside on the
12 ceiling. I don't remember the extent of the mildew
13 or mold per se in the attic.

14 Q. Do you remember seeing where the boot
15 comes in where the vents are? The overhead vents.

16 Do you remember seeing where they had
17 moved the insulation from around those boots?

18 You remember that?

19 A. Vaguely. I really can't say definitely
20 yes or no.

21 Q. This mildew or microbial growth is what
22 we've been calling it.

23 A. Yes, sir.

24 Q. Can't you just wipe it off with some
25 kind of solution?

1 A. Yeah. People do it. I don't know if
2 that's the proper way to completely remediate it.
3 It has always worked for me in the past. You can
4 put Clorox on it or something and get rid of it.
5 That's not to say it wouldn't come back.

6 Q. It wouldn't come back if you had dirty
7 coils or removed the insulation from the boots?

8 MR. MURPHY: I would object. Your
9 Honor, I don't know if he's been qualified as an
10 expert or has the expertise to --

11 MR. CISA: I'll withdraw it.

12 THE COURT: Withdrawn.

13 BY MR. CISA:

14 Q. Do you know who was going to cut the
15 boot in the attic you were going to replace for
16 \$475?

17 A. It was my understanding one of the
18 guys. I don't really know who was there.

19 Q. So you don't know who cut it?

20 A. Right.

21 Q. Do you recall what you were going to do
22 to repair it?

23 A. There was some wood that was cut to --
24 I believe if my memory serves me correctly there
25 was some wood that was cut out of the way for the

1 ductwork or something and she wanted that replaced
2 for the integrity of her home.

3 Q. Did you think it needed to be replaced?

4 A. It was questionable. I could
5 understand where she was coming from. My personal
6 home I might not have done it, but I understand,
7 you know, that she wanted it right and the way it
8 was.

9 Q. Do you know if this was the original
10 HVAC system or if there was another system in
11 before?

12 A. I don't know.

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

15 THE COURT: Follow-up?

16 MR. MURPHY: None, Your Honor.

17 THE COURT: Mr. Bryant, you're free to
18 go.

19 THE WITNESS: Can I stay in the
20 courtroom?

21 The Court: Yes. Thank you, sir. You
22 need to give that exhibit to this lady.

23 MR. MURPHY: Your Honor, if we could
24 release Mr. Bryant from his subpoena.

25 MR. CISA: Yes, sir.

1 THE COURT: Thank you. You are
2 released.

3 MR. MURPHY: Defense rests, Your Honor.

4 THE COURT: All right. Any rebuttal?

5 MR. CISA: Your Honor, I have two short
6 rebuttal witnesses. Judge, I would normally make a
7 motion for a directed verdict, but if we could wait
8 until the end and do summation would that be okay?

9 THE COURT: Yes. I think that's
10 appropriate. I'll hear -- well, when we get to
11 that point I'll explain the -- I'll proceed from
12 that, but I appreciate you holding the motion for
13 directed verdict until we reach the conclusion.

14 MR. CISA: Your Honor, I would call
15 Preston Knight.

16 PRESTON EDWARD KNIGHT
17 being first duly sworn, testified as follows:

18 EXAMINATION

19 BY MR. CISA:

20 Q. How old are you, Mr. Knight?

21 A. Thirty-five.

22 Q. Good for you. Are you currently
23 employed?

24 A. Yes, sir.

25 Q. Where are you employed?

1 A. LimRic Plumbing, Heating, and Air.

2 Q. Okay. What do you do for LimRic
3 Plumbing, Heating, and Air?

4 A. I'm a comfort consultant. I do field
5 supervision, prepare almost all of our residential
6 and commercial replacement proposals, and do
7 quality controlled inspection.

8 Q. How long have you been in the heating
9 and air conditioning business?

10 A. My entire life.

11 Q. So you started when you were how old?

12 A. Eight or 10 years old.

13 Q. Wow. It has been almost your whole
14 life. And you've been involved with the
15 replacement would you say of how many different AC
16 systems and residential?

17 A. We do about four a day for the last
18 10 years. So --

19 Q. Four a day?

20 A. -- a lot.

21 Q. So you've been --

22 A. Several hundred.

23 MR. CISA: Okay. Your Honor, I would
24 offer Mr. Knight as an expert in the field of HVAC
25 systems as far as installation and maintenance of

1 those systems.

2 THE COURT: Any objection from the
3 Defendant, Mr. Murphy?

4 MR. MURPHY: None, Your Honor.

5 THE COURT: So qualified as an expert.
6 Thank you.

7 BY MR. CISA:

8 Q. Mr. Knight, were you called by either
9 Mr. Or Mrs. Weddle to come out and take a look at
10 their residence at 155 Foxborough, Charleston,
11 South Carolina?

12 A. Yes, sir.

13 Q. I've got a document that may help you
14 refresh your recollection. Is this a Manual J that
15 you prepared? Let me make sure it is all here.
16 It's got a date on it. That's why. Is this the
17 Manual J that you prepared for the Weddle
18 residence?

19 A. Yes, sir.

20 Q. Do you see a date up there on the top?

21 A. Yes, sir.

22 Q. What is that date?

23 A. 9/8/2015.

24 Q. Okay. Do you think that's about the
25 date you were out there?

1 A. Yes, sir. I was there actually a
2 little -- a few days prior to that or weeks prior
3 to that.

4 Q. Okay. Is this, in fact, a Manual J
5 that you prepared?

6 A. Yes, sir.

7 MR. CISA: Your Honor, I would ask that
8 this be introduced as Plaintiff's Exhibit 7.

9 THE COURT: Any objection?

10 MR. MURPHY: Your Honor, I think I have
11 them all.

12 THE COURT: Make sure you've got all of
13 them and we'll identify it as Plaintiff's 7
14 consisting of three separate pages. That's without
15 objection.

16 (PLF. EXH. 7, was marked for
17 identification.)

18 BY MR. CISA:

19 Q. Before we get into the Manual J, do you
20 remember who contacted you to go out there?

21 A. Well, we have a dispatch center inside
22 of our office. So calls are actually made directly
23 to our office and then we have a coordinator who
24 then puts the calls to us.

25 Q. Okay.

1 A. So I don't know who made the call.

2 Q. Well, when you were out there who was
3 present?

4 Was Mr. Weddle present or Mrs. Weddle
5 present?

6 A. Both Mr. and Mrs. Weddle and the
7 tenant.

8 Q. Okay. So there was a tenant in the
9 property on or about September of 2015?

10 A. Yes, sir.

11 Q. Correct? All right. What were you
12 asked to do?

13 A. Just basically give an overview of the
14 job and then quote a replacement of the equipment
15 and the duct system that was there.

16 Q. Did you do an overview of the job?

17 A. Yes, sir. I did.

18 Q. What was your opinion about the
19 installation of the job?

20 A. You know, there were definitely some
21 areas that had been -- I guess some research had
22 been done, some things that had been altered.
23 There were no supply grills up inside of the house
24 and no -- doing what I do I understand that, you
25 know, there would have been no way for you to be

1 able to get the job inspected and pass with the
2 condition that it was in whenever I was there.

3 Q. Some ductwork and insulation been
4 moved?

5 A. Yes, sir. Some of the, I guess, duct
6 and -- as the gentleman before me mentioned had
7 been opened up to see how it was sealed up or taped
8 off and then just taped back up and instead of
9 taped back up. So you could tell it was --

10 Q. Did the Weddles indicate to you what
11 size unit they wanted in the house?

12 A. Yes.

13 Q. What did they tell you?

14 A. They wanted a three-ton unit.

15 Q. And how did you respond to that?

16 A. Part of what we have to do in order to
17 obtain a permit is the whole house, Manual J. You
18 know, everyone wants more cooling and obviously in
19 our business you do your research and you
20 ultimately are going to provide the homeowner or
21 what they desire.

22 It is our job to inform them of things
23 like microbial growth, things like higher humidity,
24 reasons why oversizing the system can cause more
25 issues than undersizing the system.

1 Q. And then you ran your Manual J to
2 determine what size system, correct?

3 A. Yes, sir.

4 Q. All right. What did -- let me ask you
5 about BTUs. Do you agree that one ton of heating
6 and air produces 12,000 BTUs?

7 A. Yes, sir.

8 Q. Two tons produces 24,000 BTUs. Is that
9 correct?

10 A. Yes, sir.

11 Q. And two and a half tons would give you
12 30,000 BTUs?

13 A. Yes, sir.

14 Q. All right. How many BTUs did your
15 Manual J indicate were needed for this home?

16 A. In cooling 24,249.

17 Q. All right. How about heating?

18 A. 29,725.

19 Q. Okay. Based upon your Manual J showing
20 those amounts of BTU needed what size unit needed
21 to be installed in this home?

22 A. Two-and-a-half ton.

23 Q. Did you tell the Weddles a
24 two-and-a-half ton unit needed to be installed?

25 A. I provided them a copy of the Manual J.

1 Q. Did you do any work out there?

2 Have you installed an HVAC system?

3 A. No, sir.

4 Q. Did you enter into a contract with the
5 Weddles to do any work or install the HVAC system?

6 A. There was negotiation, but we've never
7 entered into a contract.

8 Q. Why didn't you enter into a contract?
9 Do you know?

10 A. Personally I didn't feel good about the
11 situation. I look at equipment every day and I can
12 honestly say that I -- this is the first time I've
13 had somebody try to get rid of -- or want a 2012
14 unit and new duct system removed from their home.

15 Q. All right. So in your opinion a
16 two-and-a-half ton system would have been adequate
17 for this home?

18 A. Yes, sir. That's based on being able
19 to keep the home 75 degrees on a 95-degree day in
20 cooling and 70 in the heating -- during the heating
21 season.

22 Q. Let me ask you a couple of general
23 questions. Can dirty coils cause condensation or
24 microbial growth?

25 A. Yes, sir.

1 Q. How about dirty filters?

2 A. Absolutely.

3 Q. How about low freon?

4 A. True.

5 Q. How about restricted air flow?

6 A. Most definitely.

7 Q. How about if you pull the insulation
8 away from the boot? Can that cause microbial
9 growth?

10 A. It can cause sweating because you don't
11 have the same R value as you do in the -- on the
12 other areas of the attic.

13 Q. Have you had any other conversation
14 with the Weddles concerning their system?

15 A. Several e-mails.

16 Q. About what?

17 Do you remember?

18 A. I'd say more than likely -- most of it
19 has just been with some issues, I guess, that
20 have -- that have arisen since the proposal was
21 done.

22 Q. Did the Weddles tell you about who
23 installed the system that you were looking at when
24 you were out there?

25 A. Yes.

1 Q. Who did they tell you installed it?

2 A. Carolina Comfort Specialists.

3 Q. Did they tell you they paid Carolina
4 Comfort Specialists?

5 A. They -- whenever I was there I got this
6 feeling of emotion, like somebody had something
7 done wrong to them. Basically -- whether or not
8 they brought out an invoice or said what they had
9 paid, but certainly it was a kind of a sympathetic
10 feeling or ambience, if you will, around the whole
11 project.

12 MR. CISA: I don't have anything
13 further. Thank you. Please answer any questions
14 Mr. Murphy may have.

15 THE COURT: Mr. Murphy.

16 MR. MURPHY: Thank you, Your Honor.
17 May it please the Court.

18 EXAMINATION

19 BY MR. MURPHY:

20 Q. Now, Mr. Knight, did you do a load
21 calculation sheet?

22 A. Yes.

23 Q. Okay. That's -- okay. Did you do a
24 handwritten load calculation sheet?

25 A. I typically do it longhand just because

1 of the variances that you'll have between a
2 computer program that's designed to be used all
3 over the US and a longhand form. But the
4 Wrightsoft is what you have to provide to them --

5 Q. Okay.

6 A. -- for the permitting process.

7 Q. But the longhand form, is that just --

8 A. It's a shorthand form. It is a quick
9 form. Typically what you'll find is if you're in
10 a -- the longhand form is good because if you're
11 sitting with a homeowner who's thinking about
12 increasing some insulation in an attic or changing
13 the windows out it's really easy to show them how
14 that impacts the load whereas most homeowners can
15 get overwhelmed trying to regurgitate what's
16 actually in the Wrightsoft.

17 Q. All right. Now, at any time -- now, if
18 there was a load calculation of let's say over
19 30,000 that would lead to a three-ton unit?

20 A. You basically have different
21 capacities. Just because a unit is two-ton doesn't
22 mean -- it may be 22,000 BTUs. It may be 26,000
23 BTUs, but the --

24 My recommendation is to use two-staged
25 equipment which gives you an ability to run at

1 lower capacities on milder days and then have
2 that -- those days that are above 95 you still
3 have -- you can still keep that 75 or so inside.

4 (DFT. EXH. 2, was marked for
5 identification.)

6 BY MR. MURPHY:

7 Q. I'm going to hand you -- I've marked
8 this as Day 3 Defendant's Number 2. Do you
9 recognize that?

10 A. Yes, I do.

11 Q. Okay. That's the form that you just
12 testified to, right?

13 A. Yes, sir.

14 Q. Okay. And that has a load calculation
15 of a little over 31,452, correct?

16 A. If you use a subtotal latent gain of
17 1.4 that gives you right at about 31,452.

18 Q. Okay.

19 A. That's also taking into account four
20 individuals in the home, four major appliances. So
21 that 152 BTUs, one -- apply -- excuse me. That
22 1,100 BTUs, one stove puts off 1,200 BTUs on
23 average. One TV is going to put off 1,200 BTUs on
24 an average.

25 Q. So that calculation would require a

1 three-ton system?

2 A. If you'd enter it with four people
3 you'd have a 31,000. So you'd have to do an HRI
4 match-up on your equipment and find whether or not
5 you had -- a two and a half ton most of the time is
6 going to -- a lot of times they're going to do well
7 or a few thousand BTUs over.

8 Q. All right. So what was your answer?

9 Was that yes or no?

10 A. To what question, sir.

11 Q. Okay. This load calculation --

12 A. I would put a two and a half ton based
13 on the Wrightsoft you have to turn in, not the
14 longhand, which is not acceptable per code.

15 Q. Now -- but you said this Wrightsoft --
16 this, I guess, software is national. Correct?

17 A. Yeah. Wrightsoft is what is code-
18 compliant in I would say 90 plus, if not 100
19 percent, of all jurisdictions.

20 Q. All right. Did you measure the house?

21 A. Yes, I did.

22 Q. How did you measure the house?

23 A. The most accurate way to get the square
24 footage on a single level home is certainly by
25 doing the tax map. That's going to be down to the

1 exact number of feet, if you will. So --

2 Q. So you used the tax map?

3 A. Yeah, which has a total of 1,252 square
4 feet. Excuse me. 1,352.

5 Q. Okay. So you used a document that was
6 produced by somebody else?

7 A. By the Charleston County, yes, sir,
8 which is what you're going to do naturally because
9 you're usually going to turn in some verification
10 of that. If it is a new home you're going to turn
11 in the actual plans, but that's how you're going to
12 draw that.

13 Q. Okay. All right. Now, have you ever
14 worked with Mr. Sires?

15 A. He actually at one point was a service
16 technician for one of our three companies that we
17 combined.

18 Q. Are y'all friends?

19 A. Yes, sir.

20 Q. So y'all are friends?

21 A. Yes. We know one another. We speak to
22 one another. We don't hang out and go to dinner or
23 anything like that, but certainly I think in this
24 area we are probably two of the most professional
25 people with the most knowledge in this field.

1 Q. Okay. You went out July of '15 and you
2 spoke with Ms. Weddle?

3 A. Yes.

4 Q. How long did you speak with her?

5 A. Typically the process takes about an
6 hour or an hour and a half. We spent some time
7 looking in the house and then we hung out in the
8 garage which was -- I don't know how hot it was on
9 July 11th, but we probably stayed there 20 or 30
10 minutes.

11 Q. Do you recall telling her you were
12 observing gaps in the sheetrock and the boots
13 with --

14 A. Yeah. There was actually some pictures
15 that were taken. When you go in a house and there
16 are no boots on the ceiling you think, wow,
17 somebody walked off this job, they quit in the
18 middle of it. You know, what happened here?

19 When you have retrofit, when you're
20 taking old boots out of a ceiling and putting new
21 boots in there are going to be some areas where the
22 drywall is void and it could be from the cut that
23 was made originally and it had a larger grill on it
24 or, you know, sometimes -- most all the time when
25 you get into doing the replacement of ceiling

1 registers --

2 Q. Okay.

3 A. -- I usually let the homeowner that,
4 you know, we're going to do our best to get
5 everything out of here and sealed back up, but in
6 the unlikely event that there are some things then
7 that's something that a professional needs to do
8 and not AC guy.

9 Q. Okay. You mentioned that the gaps were
10 allowing hot air to go back into the attic?

11 A. Well, if you -- when the grill is down
12 that grill has a seal in it and it fits flush to
13 the ceiling. So if the grill is up there you are
14 much less likely to have air even if there are gaps
15 in the drywall.

16 But, yes, if you have gaps in the
17 drywall and no grill on there then certainly what
18 can happen is the cool air leaving out of that vent
19 can slowly draft a little bit of warm air from an
20 attic, moving it up against that cold surface of
21 the boot, and then you can get some moisture to
22 develop.

23 Q. All right. Then you also -- I think if
24 I'm not mistaken did you tell her -- well, with
25 those gaps you couldn't pull the boots down based

1 on it being sealed?

2 A. Well, I actually washed my hands of
3 any of the drywall activity and I actually gave
4 Mrs. Weddle the gentleman, Mike Brian's, contact
5 information because he does that type of work for
6 nearly every heating and air company in town.

7 Q. All right. Now, did you also talk to
8 her about the problem of using mastic tape to keep
9 the boots sealed?

10 A. No.

11 Q. Okay.

12 A. You just have to seal -- we use a
13 lot -- and not just us. I mean, mastic tape is
14 kind of the best of both worlds. It's a product
15 that hasn't been out forever and ever, but it
16 really gives you the ability to join metal. It has
17 a very good adhesive on it. It can take high heat
18 in the attic. It's not going to get gummy and fall
19 off like regular duct tape will...

20 Q. All right. Did you make any
21 recommendations or discuss building wood support
22 frames to anchor the boots at the house?

23 A. If you were going to -- that -- again,
24 that would be something that Mr. Bryant would do,
25 but boots you can hang with a boot rail. You can

1 put a boot frame on them. You can frame them out
2 of two by fours. You can do pretty much -- there's
3 a number of different acceptable ways to fasten a
4 boot into a ceiling.

5 Q. Okay. Now, did you remember going into
6 the master bath and talking about the type of
7 ducting, whether or not it should be four or
8 six-inch?

9 A. Well, when you design a duct system you
10 have to provide something called a Manual D. The
11 Manual D, basically you take the total CFM of air,
12 total square footage of the space, and then you're
13 going to take room by room. You're going to get a
14 multiplier.

15 So without doing a Manual D most
16 bathrooms have a four-inch run in them. Some
17 bathrooms, especially in commercial facilities,
18 don't have any supply air in it and they use an
19 exhaust fan to pull air into the space. But, no, I
20 don't remember right offhand any discussion, but
21 that's generally what I --

22 Q. Okay. You don't remember telling her
23 the six-inch going into the master and then the
24 vanity room was overkill?

25 A. No, I don't.

1 Q. Mrs. Weddle?

2 A. No. Like I said, without doing a
3 Manual D that could be an opinion.

4 Q. Did you ever mention to her that -- you
5 told her that you knew Mr. Sires, correct --

6 A. Yes, I did.

7 Q. -- and if he had known about all the
8 problems that you observed he'd come out and make
9 it right?

10 A. What I stated is that there was no
11 way -- that I knew Clint and there was no way that
12 he would have left a job like that because I know
13 him. I can honestly say I know some folks in town
14 who do -- who are lifelong hackers.

15 They don't leave grills off. So that's
16 where I began to realize that something other
17 than -- was going on than just somebody walking off
18 of a job.

19 Q. All right. I think you also -- what
20 type of boots were in the attic?

21 Were they ceiling boots or floor boots?

22 A. There's really -- I mean, you use a
23 different frame for it. You buy a straight boot or
24 you buy a 90 boot. I mean, there's really -- it
25 sits in a frame.

1 Q. Okay.

2 A. It can also go into the floor.

3 Q. All right. Do you recall which was in
4 there, either the ceiling or the floor?

5 A. Like I said, there is not a ceiling
6 boot or a floor boot. There are some boots that
7 are insulated called magic boots and there are some
8 that are noninsulated that you wrap with ducting
9 and I don't remember right offhand.

10 Q. Okay. What would you use?

11 A. What's that?

12 Q. What type of boots would you use?

13 A. We give -- we give an option to the
14 homeowner. We do two different duct systems. We
15 do a premium duct system, which is all metal boots
16 and all metal ducting. Then we have kind of a
17 value system that is all sheet metal, trunk line,
18 and flexible return and flexible supply runs.

19 Q. Okay. Now, when you're inspecting the
20 system was there any talk about like condensation
21 or water dripping from the system?

22 A. I didn't inspect the unit. Well, I did
23 a visual inspection. I didn't clean it. I didn't
24 take it apart. I didn't open it up.

25 Q. All right. Did you see any water on

1 any of the tenant's beds?

2 A. No.

3 Q. All right. Did you notice any black
4 areas around the vents?

5 A. Yeah. There were some microbial
6 growths on that surface and some -- and, you know,
7 pictures were somewhere, I think, from Day 1.

8 Q. Did you also notice wood staining from
9 the duct system?

10 A. Well, there was some water staining in
11 the attic. Now, that could have been, you know,
12 from days before, months before. The previous duct
13 system I'm not -- I didn't see this space prior to
14 this work being done in 2012.

15 Q. All right.

16 A. I wouldn't say. I wasn't watching
17 water dripping off of it.

18 Q. All right. Do you recall telling
19 Mrs. Weddle that none of the ductwork was sealed
20 properly?

21 A. No. I noticed some areas that had been
22 opened up for the inspection that was done after
23 the install; so that could be what you're referring
24 to.

25 Q. Okay.

1 A. There were some areas around the plenum
2 where, you know, like somebody had just taken a
3 razor knife or wherever to look. I think the first
4 gentleman said he was -- had done some of that.

5 Q. All right. At any time did you call
6 the people that installed it lazy or what you see
7 in front of you is laziness?

8 A. Well, absolutely, because what I was
9 looking at -- to me, like I say, there is an
10 ambience of sympathy here. I've had somebody do me
11 wrong and -- and then you say that's how they left
12 your home when they really didn't leave your home
13 like that. When they left your home the grills
14 were up.

15 When they did -- you know, if somebody
16 doesn't put the grills up, most definitely that
17 would be lazy or I would say negligent at that
18 point.

19 Q. All right. You also -- did you
20 remember telling Mrs. Weddle that R6 insulation has
21 not been used since 2009?

22 A. R6?

23 Q. R6.

24 A. The code requires you to use R8 as
25 insulation as a duct route or on any duct that is

1 not in -- if you have ductwork that's in a
2 conditioned space you can use R6. For instance, in
3 tract homes usually what they pull down through the
4 walls or use in the doors will be R6.

5 Q. All right. Did you -- so up in, I
6 guess, unconditioned spaces it would be R8
7 insulation?

8 A. That is correct.

9 Q. Okay. All right. If I'm not mistaken,
10 you observed up in the attic it was not R8
11 insulation, correct?

12 A. I don't -- I think where that's coming
13 from is some of the wrapping was on there. You
14 know, like to put three -- they say put three
15 fingers inside the wrap. If you wrap ductwork too
16 tight you can diminish the R value, but it is
17 clearly -- on every piece of duct insulation and
18 flex insulation there's a date and an R value
19 stamped on the unit -- I mean, stamped on the
20 material.

21 So I'm sure all your documents -- if
22 it's R6 you've probably got a picture of it
23 somewhere that says R6.

24 Q. All right. So you don't remember
25 whether or not up in the attic it was R6 or R8?

1 A. I don't.

2 Q. And you don't remember telling
3 Mrs. Weddle that it was R6 insulation?

4 A. No.

5 Q. Okay. Now, from Mr. -- Mr. Sires, are
6 you -- do you have any knowledge whether or not he
7 installed this ductwork or had it subcontracted?

8 A. I have -- the only thing, I wasn't
9 there when the job was done, but he told me he did
10 the ductwork himself.

11 Q. Okay. But have you known him in the
12 past to use subcontractors?

13 A. Most everybody does here or there,
14 depending on how busy you are. There are a lot of
15 guys that sub all of their ductwork out, be it new
16 construction or retrofit.

17 Q. Okay. So back to the floor boots,
18 ceiling boots, there was no mention to Mrs. Weddle
19 that these were floor boots in the ceiling and if
20 you used the floor boots you're begging for
21 sweating, mildew, and mold?

22 A. I don't recall that.

23 Q. Okay. Again, I think you testified you
24 don't recall talking about R8 --

25 A. No.

1 Q. -- or R6 insulation?

2 A. No.

3 Q. Okay.

4 A. But, like I say, in some of those
5 photos you have all the ductwork. You should be
6 able to clearly see it inked on.

7 Q. Did you mention -- do you recall
8 mentioning to her that you saw a lot of code
9 violations based on the work?

10 A. No. Well, that would be the grills
11 not being up and then the some of the areas of the
12 ductwork that had been opened up and not sealed
13 properly. But an inspection had already been
14 performed so certainly -- obviously at that point
15 in time none of that was done.

16 Q. Do you know the -- I think you
17 mentioned -- I didn't get the gentleman's name, but
18 the man opening -- opening up the system or -- do
19 you remember -- I think you were testifying that
20 when you inspected the system that it was opened
21 up?

22 A. Yeah. Like I said, the ductwork had
23 been cut open and then somebody had been doing --
24 hopefully somebody had been performing a
25 maintenance on this thing for four years. So when

1 that happens they're going to open the unit up if
2 they're doing it properly.

3 Q. Okay. Okay. So when you mentioned
4 that you didn't have a specific individual in mind
5 like --

6 A. No.

7 Q. Okay.

8 A. I mean, I think everybody in here knows
9 there's been 20 people there, different experts.

10 Q. All right. Now, what about the air
11 handler?

12 Did you tell her that should have been
13 elevated at least six inches?

14 A. No. We use either three-inch or
15 six-inch pump-ups. In there there's not a lot of
16 room, height in the attic. So from what I remember
17 it's about as high as it can get without -- you
18 know, they had asked me to look at relocating it
19 closer to the access panels. So part of the
20 proposal that I was providing was actually moving
21 that air handler.

22 Q. All right. Did you tell her that the
23 present ductwork that you observed shows poor
24 guidance and poor craftsmanship on the part of
25 Mr. Sires?

1 A. Yes. Again, that's going back to the
2 fact that there's no -- from what I saw whenever I
3 was there was not the job that was done three years
4 prior to that. What I'm looking at is something
5 that's been -- had everybody in town looked at and
6 touched on and a number of blower and testing, duct
7 blasting tests. I mean...

8 Q. And you mentioned a little while ago
9 about the duct wrap. You noticed that was too
10 tight?

11 A. In some areas. Like I say, again, you
12 know, you can get 100 people to wrap 100 pieces of
13 pipe and not any two of them are going to do it the
14 same. That would be a common problem, I'd say, in
15 90 percent of all metal ducting is that the wrap
16 sometimes is a little snug in places or taped.

17 Q. And --

18 A. But that --

19 Q. And do you remember quoting the fee or
20 quoting to replace the system?

21 A. I quoted a two-stage unit, a three-ton
22 unit that would work at 070 percent of its capacity
23 on mild days and a duct system.

24 Q. Okay. And do you know how much you
25 quoted?

1 A. 50,000. I don't know. It is probably
2 30,000 or 25,000.

3 MR. MURPHY: Beg the Court's
4 indulgence. Your Honor, I believe I'm done. If I
5 can just review my notes, Your Honor.

6 BY MR. MURPHY:

7 Q. Now, a two and a half ton unit, how
8 many BTUs does that put out?

9 A. Every single one puts out a different
10 amount of cooling. So...

11 Q. Okay. How many does this one?
12 Did you inspect the system?

13 A. I didn't install the system. I don't
14 have the model and serial numbers.

15 MR. MURPHY: Beg the Court's
16 indulgence, Your Honor.

17 BY MR. MURPHY:

18 Q. This is already in the evidence right
19 here. Would a two-and-a-half ton split heat pump
20 and new tran model 2.5 ton split heat pump -- how
21 about if I hand you this? Maybe I can --

22 A. If it's not an HR document it's not
23 going to tell you.

24 Q. I'm sorry?

25 A. I said, if it's not an HR document it's

1 not going to tell you.

2 Q. That may help you. It may not.

3 THE COURT: Mr. Murphy, why don't you
4 specify which document you're showing.

5 MR. MURPHY: Your Honor, I'm sorry. I
6 did. That's Plaintiff's Exhibit Number 2, Your
7 Honor.

8 THE WITNESS: Proposal for --

9 BY MR. MURPHY:

10 Q. By reviewing that does that help you
11 out any?

12 A. No.

13 Q. Okay. And how long have you known
14 Mr. Sires?

15 A. Since probably 2007 or '08. Eight or
16 nine years.

17 Q. Now, did y'all discuss the requirement
18 for, you know, the return for a high efficiency
19 system you'd need at least about two inches of
20 return?

21 Do you remember mentioning that to
22 Mrs. Weddle?

23 A. Yeah. That's pretty standard. I mean,
24 there is a 25 by 25 on there now. So that's --

25 Q. But then I think you measured only 153

1 square inches of return?

2 A. I don't --

3 Q. Do you recall that?

4 A. I don't recall that. I'm just looking
5 at the contract here. It says there's a return in
6 the hallway ceiling, 20 by 25.

7 Q. Did you mention the 14 inch return was
8 inadequate? Return duct was inadequate?

9 A. No. What I noted was if we went to a
10 two-stage three-ton unit we'd enlarge that to a
11 16-inch at least and add -- we were going to
12 actually add another return to get the
13 additional...

14 Q. Now, you quoted putting in a three-ton
15 duct system?

16 A. Yes.

17 Q. And then I think you also -- the work
18 couldn't be guaranteed without putting in a
19 three-ton system condenser?

20 A. You have to do Manual J and a
21 Manual D and to do that correctly if you go to
22 a two-stage unit to give you that extra capacity on
23 those days above 95 you certainly have to have a
24 duct system that matches it.

25 Q. Now, how long did you talk with

1 Mrs. Weddle that day? You said, I think, about 30
2 minutes?

3 A. I have no idea.

4 Q. Okay. Do you know if any of those
5 conversations were recorded?

6 A. Absolutely, even those inside of our
7 private business without even anybody being
8 notified.

9 Q. All right. And the question that I
10 specifically asked you, that's your testimony today
11 under oath?

12 A. Yes, sir.

13 MR. MURPHY: Okay. Your Honor, I have
14 no further questions.

15 MR. CISA: I have a few, Judge.

16 THE COURT: Mr. Cisa.

17 EXAMINATION

18 BY MR. CISA:

19 Q. Is there a difference between a ceiling
20 boot and a floor boot or are they all the same?

21 A. Sheet metal boots are sheet metal
22 boots.

23 Q. Right. There is no ceiling boot and no
24 floor boot. It's just a boot, correct?

25 A. That's right.

1 Q. Do you remember looking at the stand
2 outside? I forgot to ask you about that.

3 A. I remember there being an issue
4 about maybe --

5 MR. MURPHY: Your Honor, I would
6 object. This is redirect and he said, I forgot to
7 mention the stand outside.

8 THE COURT: Mr. Cisa.

9 MR. CISA: I forgot to mention it,
10 Judge. I'd just like some latitude. I don't know
11 if he remembers it or not.

12 THE WITNESS: I don't. I remember
13 something about moving the unit, but nothing that's
14 going to be relevant.

15 THE COURT: Let's stay focused on what
16 was presented by way of direct.

17 MR. CISA: I think you mentioned you're
18 not in the business of doing sheetrock work as an
19 HVAC system contractor, correct?

20 THE WITNESS: Yes, sir. We're not
21 licensed to do home repair.

22 BY MR. CISA:

23 Q. Okay. If you needed some sheetrock
24 work done around vents you'd call Mr. Bryant?

25 A. Yes. Absolutely.

1 Q. Okay.

2 MR. CISA: Judge, I was looking for
3 Mr. Sires' contract.

4 MR. MURPHY: I think it may be right
5 there.

6 MR. CISA: Is that it? Thank you.

7 BY MR. CISA:

8 Q. You were asked a question about R6 and
9 R8 insulation, I think, in the attic and you said
10 it was inspected. You have to -- somebody comes
11 out and inspects them?

12 A. Yeah. If you permit a job, you know,
13 once you completed the work then you have, you
14 know, a county official or city official or local
15 building inspector come out.

16 Q. In your experience is that something
17 that the inspector would check?

18 A. Normally they check that and they check
19 breakers. You know, there are certain places that
20 some of them look that others don't. But from, you
21 know, being a -- being a contractor and having
22 inspected a lot of times they make you do things
23 that really and truly aren't a part of code.
24 They're just kind of what they prefer to have done
25 and you do it and you keep moving.

1 MR. CISA: I have no further questions.

2 Thank you.

3 THE COURT: Thank you, Mr. Cisa.

4 Mr. Murphy, anything else?

5 MR. MURPHY: Nothing, Your Honor.

6 THE COURT: Al right. You can leave
7 the stand. The paperwork or documents you can give
8 back to the court reporter.

9 MR. CISA: Can he be excused?

10 THE COURT: Any objection to excusing
11 Mr. Knight?

12 MR. MURPHY: None, Your Honor.

13 THE COURT: Thank you. Anything
14 further by way of the rebuttal, Mr. Cisa?

15 MR. CISA: Your Honor, I'd like to call
16 Clint Sires back to the stand.

17 THE COURT: Mr. Sires, come on back up.
18 You were under oath before and you're still under
19 oath. Okay. Mr. Cisa.

20 CLINT SIRES
21 having previously been sworn, testified as follows:

22 EXAMINATION

23 BY MR. CISA:

24 Q. Do you use any subcontractors on this
25 job?

1 A. No, sir.

2 Q. Who installed the ductwork on this?

3 A. Myself and two employees.

4 Q. You use R8 insulation in the attic?

5 A. I don't recall, but if it was under --
6 if it was -- if that's what had to be used at that
7 time and that's what the supply office was carrying
8 then that's what I would have bought. So R6 wasn't
9 even available.

10 The supply office I deal with, they
11 don't even stock R6. I don't even remember the
12 date of which that wasn't acceptable.

13 Q. In other words, if R6 wasn't acceptable
14 you couldn't buy it?

15 A. Correct. You could buy it, but not
16 from where I buy from.

17 Q. Okay. Where do you buy from?

18 A. Epting and Schroeder's.

19 Q. All right. When you left the job did
20 you leave the grills off?

21 A. No, sir.

22 Q. Was the job fully completed when you
23 left?

24 A. Yes, sir.

25 Q. Is it important to maintain and service

1 an HVAC system like this?

2 A. Very important.

3 Q. How often should you service it?

4 A. Twice a year.

5 Q. And when you service it what do you do?

6 A. Basically go over the complete system,
7 clean indoor and outdoor coils if needed, check
8 amp draws, capacitance, start it up, check your
9 superheat subcooling. Just pretty much an
10 overhaul, the whole piece of equipment. You change
11 filters if needed, blow drain lines out, that kind
12 of thing.

13 Q. Do you check the air handler cabinet to
14 make sure it's tight?

15 A. Yes, sir.

16 Q. If you've got a situation where the
17 coils are dirty, redirecting air flow, the air
18 handler cabinet may be loose, can that cause
19 condensation?

20 A. Of course.

21 Q. Was the outside condensing unit
22 properly placed?

23 A. Yes, sir.

24 Q. Do you agree there's no difference
25 between a floor boot and a ceiling boot?

1 A. That's correct.

2 Q. It's all one boot?

3 A. Correct. There's different mounting
4 types, though. You can mount it different if it
5 goes in the floor and you mount it different if it
6 goes in the ceiling.

7 Q. There was some testimony that the
8 damper handlers should have been exposed.

9 Can you explain what that is, how you
10 did it?

11 A. Well, normally I don't leave it exposed
12 because, you know, it's hooked to the actual metal
13 of the duct system which is in return whatever the
14 air temperature is, 55, 60-degree metal, a piece of
15 pipe that's sitting in a 120-degree attic. That
16 alone will cause condensation.

17 Once the damper is set in place if you
18 ever have a balancing issue and need to move one
19 more air to one room to another, just balance, you
20 move the damper, shut the wing nut, flip the handle
21 down, insulate the handle. It's done. It's not
22 like you go up there every week and decide to
23 change dampers back and forth.

24 You set it one time and the house is
25 adjusted and then you want it sealed. You want

1 that damper handle to be insulated. Therefore it
2 doesn't condensate as well.

3 Q. You think it is a better practice to
4 seal that damper handle?

5 A. Of course.

6 Q. Should the air handler be installed on
7 a slope to the drain?

8 A. 90 percent of manufacturers, yes. This
9 particular manufacturer the actual bottom of the
10 unit, internal of the unit, it is the drain pan.
11 So it is pitched from the manufacturer on an angle
12 towards the drain line. So this piece of equipment
13 you can set exactly level and you're not going to
14 have an issue.

15 Q. Does it come manufactured with the
16 pitch on the drain pan?

17 A. Yes. Once again, it is not the pan.
18 It's the actual bottom of the unit. It's actually
19 precasted on a slope.

20 Q. Did you put the wrong boots in this
21 house?

22 A. No, sir. In a retrofit -- there's only
23 one boot you could put in in a retrofit unless you
24 cut the whole sheetrock open. Basically you go up
25 to a house and most houses are on 14 or 16-inch

1 centers. So the hole is already precut in the
2 sheetrock.

3 To put like a magic boot or something
4 like in a new construction house a magic boot would
5 have -- you know, a flange all the way around it
6 that's roughly two or three inches of space. So if
7 your hole in the sheetrock is already cut right
8 next to the joist you can't necessarily put a magic
9 boot in because you're three inches off.

10 So you'd have to be able to recut the
11 whole sheetrock to be able to make a magic boot
12 fit. This is common practice in a retrofit
13 application.

14 Q. And was any sheetrock work included
15 in your contract?

16 A. No, sir.

17 Q. Do you typically exclude sheetrock work
18 in your contract?

19 A. Yeah. I'm not a sheetrocker.

20 Q. Okay. Was there any -- I know it's
21 been a while since we looked at this, but do you
22 remember getting Plaintiff's Exhibit 3 which is the
23 punch-out?

24 A. Yes, sir.

25 Q. Do you remember anything in the punch-

1 out about sheetrock, ceilings, or scraping popcorn
2 finish off ceilings or any of that kind of stuff?

3 A. No, sir.

4 Q. That's the punch list that Mrs. Weddle
5 gave you, I guess, when the job was complete? I'm
6 not going to go back through it. I just have that
7 one question.

8 A. Briefly looking through it, I don't
9 remember anything about any type of sheetrock or
10 anything.

11 Q. Okay. If there was a sheetrock
12 complaint you would have told her to go get a
13 sheetrock person to fix it?

14 A. Correct.

15 Q. Would an oversize unit cause problems
16 in your experience?

17 A. Much more problems. The only thing an
18 undersized piece of equipment will cause you, is
19 you know, someone complaining about not maintaining
20 75 degrees on a pretty hot day, which is a couple
21 of weeks a year versus an oversized piece of
22 equipment.

23 You know, you tend to have a lot more
24 condensation, a lot more sweating, and very high
25 humidity in the house which in return causes mold

1 and mildew and spores and all that stuff to start
2 growing.

3 Q. Did you properly size this unit?

4 A. Yes, sir.

5 Q. Do you remember the cutting the wood in
6 the attic there's been testimony about?

7 A. No, sir. This isn't the first. I tore
8 out an existing system and reinstalled a new
9 system.

10 MR. CISA: I don't think I have
11 anything further. Thank you.

12 THE COURT: Mr. Murphy.

13 MR. MURPHY: Thank you, Your Honor.

14 EXAMINATION

15 BY MR. MURPHY:

16 Q. Now, Mr. Sires you said that you did
17 the Manual J and Manual D?

18 You did those calculations?

19 A. If I'm remembering right back in 2012,
20 obviously I didn't have to provide -- I can't
21 remember if in 2012 I had to -- obviously I
22 couldn't pull a permit without it. So it was
23 either, yes, I had to provide one in 2013 and they
24 made that mandatory in 2012 or not. I don't really
25 don't remember.

1 Q. Okay. Do you recall testifying when
2 you first testified that you provided those to
3 Goose Creek?

4 A. That's what I'm saying. That's what I
5 just told you. If I had to have it provided then
6 that would have been the only way to pull a permit.
7 So it had to have been provided to Goose Creek.

8 Q. All right. And at this time you
9 still -- you cannot provide -- do you have a copy
10 of those today?

11 A. I don't.

12 Q. Did you ever measure the house, the
13 rental property in Goose Creek?

14 A. Did I measure the house?

15 Q. The square footage of the house?

16 A. Yes.

17 Q. Okay. How did you do that?

18 Did you use the tax paperwork or --

19 A. No. I used a tape measure.

20 Q. All right. Now, you mentioned you have
21 two employees that helped you with this job?

22 A. Yep.

23 Q. Okay. What are their names?

24 A. Michael and James.

25 Q. Okay. Michael?

1 What's Michael's last name?

2 A. I don't remember. He's not employed
3 for me anymore.

4 Q. All right. Do you have his phone
5 number?

6 A. I probably can get it.

7 Q. Okay. All right. So Michael we
8 don't -- when did Michael leave your employment?

9 A. Probably about two years ago.

10 Q. Okay. Two years ago. Why did he
11 leave?

12 A. I really don't know. I haven't talked
13 to him since.

14 Q. Okay. Did you fire him or --

15 A. Not really. He just quit showing up.

16 Q. Okay. All right. So he quit showing
17 up. Okay. So that's Michael. We don't know his
18 name, but you may have his number, right?

19 A. I mean --

20 Q. Describe him. Is he Caucasian?
21 African American?

22 A. He's a white guy.

23 Q. A white guy. How did you -- how did
24 you run across him?

25 A. A friend of the family.

1 Q. Okay. So friend of the family?

2 A. Yep.

3 Q. All right. Now, what about the second
4 gentleman that you employed?

5 A. James Guthrie.

6 Q. James Guthrie. Is that G-U-T-H-R-I-E?

7 A. Yep.

8 Q. Okay. Does he still work with you?

9 A. He does not.

10 Q. Okay. What happened to him?

11 A. I had to let him go.

12 Q. Okay. Why did you have to let him go?

13 A. Just different reasons. Reasons of,
14 you know, not showing up to work, et cetera.

15 Q. Okay. All right. So Michael, last
16 time he worked with you was about two years ago?

17 A. I'd say roughly, yeah.

18 Q. Okay. Roughly two years ago. What
19 about James?

20 A. Probably, six, eight months ago.

21 Q. Okay. Six to eight months ago. All
22 right. You mentioned the importance of servicing
23 the unit, correct?

24 A. Correct.

25 Q. Okay. And since you -- well, tell me

1 this. When did you complete the job?

2 Do you recall?

3 A. I'm assuming 20012.

4 Q. Okay. Would that be on the statement
5 of account?

6 A. It's been a little over four years.
7 So...

8 Q. I know.

9 MR. MURPHY: Beg the Court's
10 indulgence, Your Honor.

11 MR. CISA: It was installed in March of
12 2012.

13 MR. MURPHY: Okay. Yeah. I was
14 looking for something real quick.

15 MR. CISA: Here you go.

16 MR. MURPHY: Thank you. I appreciate
17 that.

18 BY MR. MURPHY:

19 Q. This was what was filed right here,
20 okay? Lis pendens. It says: Statement of
21 account. It is dated March 9th, 2012?

22 A. Yep.

23 Q. Okay. Would that be a good indication
24 of when the job was completed --

25 A. I'd say so.

1 Q. -- or was the job completed prior to
2 that?

3 A. I'd say that's pretty close to that.

4 Q. Okay. So you admit that you covered up
5 the damper handles?

6 A. Correct.

7 Q. So there's not floor boots and ceiling
8 boots? They're just considered both?

9 A. No, sir. You just go look at a boot at
10 any supply house, whatever direction you want the
11 boot to face. There's not really a boot that
12 specifically says "ceiling boot" besides maybe a
13 magic boot may specifically say it's a ceiling
14 boot. I'm not sure.

15 Q. Now Michael and James, they worked with
16 you on this house, correct?

17 A. Yes, sir. I was on site every single
18 day.

19 Q. Any problems with James' workmanship?

20 A. He does some of the best work in
21 Charleston.

22 Q. You still had to let him go?

23 A. If you don't show up to work and got
24 other personal issues, yes, sir.

25 Q. All right.

1 A. It had nothing to do with quality of
2 work or you wouldn't have been with me for six
3 years.

4 Q. And also Michael, any problems with
5 him?

6 A. No, sir.

7 Q. You also admitted you did not use spray
8 foam to seal the boots per contract?

9 A. No. I used mastic to seal the boots.

10 MR. MURPHY: Your Honor, I think I'm
11 done, but I beg the Court's indulgence.

12 BY MR. MURPHY:

13 Q. You remember -- I think this is
14 Defendant's Exhibit 1, the -- Defendant's Exhibit
15 Number 1. You recall that, right? The punch-out
16 list?

17 A. That's the same thing you took from me,
18 right.

19 Q. This is actually Number 2. This is --
20 I'm sorry. That's Defendant's Exhibit 1. They are
21 two different documents, correct?

22 A. Yep.

23 Q. That's what the Weddles stated they
24 needed repaired before you are paid?

25 A. Yes. They stated what had they wanted

1 repaired, yes, sir.

2 Q. And as of today, do you know if any of
3 that was done by you?

4 A. Haven't we already been over all of
5 this?

6 Q. You can just answer.

7 THE COURT: Just answer the question.

8 THE WITNESS: Nothing had been done by
9 me, no.

10 BY MR. MURPHY:

11 Q. Again, Plaintiff's Exhibit 2, that's
12 the contract. Mrs. Weddle did not sign that,
13 correct, in front of you?

14 A. No. Her husband did.

15 Q. Okay. So her husband signed her name?

16 A. Yes, sir.

17 MR. MURPHY: Okay. Your Honor, I'm
18 just looking for one more document. Once I find
19 that, if I can find it, I'll be done, Your Honor.

20 BY MR. MURPHY:

21 Q. The mechanic's lien that was filed I
22 believe you sent to Goose Creek, correct?

23 A. I'm pretty sure. Yes, sir.

24 Q. All right. Did you receive any other
25 correspondence from Mrs. Weddle?

1 Do you recall her objecting to paying?

2 A. I mean, as far as -- I mean, she's
3 called me a few times, I believe. She sent me a
4 letter, I believe.

5 MR. CISA: Your Honor, I'll just
6 note an objection. He has already cross-examined
7 Mr. Sires. I think it is probably fair game to
8 cross-examine him on what I replied to, but I don't
9 think it is responsive on reply. I didn't get into
10 how Mrs. Weddle asked you to do something except
11 for the punch list.

12 THE COURT: Mr. Murphy.

13 MR. MURPHY: Your Honor, this is
14 rebuttal. He has put him on the stand to rebut in
15 essence all the time testimony that was put forth,
16 Your Honor. I think I should get --

17 THE COURT: I'm not sure if he rebutted
18 all of the testimony. Mrs. Weddle, you've got to
19 let me talk. Okay?

20 I'm not sure if you've rebutted all of
21 it. I will allow you a little bit more room.

22 MR. MURPHY: Yes, Your Honor.

23 THE COURT: Are you seeking to
24 introduce evidence at this point?

25 MR. MURPHY: Yes, Your Honor. This is

1 concerning any correspondence that he received from
2 Mrs. Weddle. I'm going to hand them to him to see
3 if he recognized those and see if he received
4 those.

5 THE COURT: All right.

6 MR. MURPHY: Your Honor, these will be
7 Defendant 3 and Defendant 4. Your Honor, the
8 defense would move Defendant's Exhibit Number 3 and
9 Number 4 into evidence, Your Honor.

10 MR. CISA: I would object, Your Honor,
11 on the basis it is not responsive to rebuttal
12 testimony. I'd like to look at them real quick.

13 THE COURT: Go ahead and take a look at
14 them and let me know if there's any additional
15 objections based upon your review of the documents.

16 MR. CISA: I have no objection to
17 Exhibit Number 3, Your Honor. I have an objection
18 to Exhibit Number 4 in that it contains hearsay.
19 It talks about what somebody else told her.

20 THE COURT: I will admit 3 without
21 objection. I will admit 4 with the understanding
22 that you do object and I am cognizant that -- of
23 the hearsay that is contained therein. Thank you.

24 (DFT. EXH. 3 in evidence.)

25 (DFT. EXH. 4 in evidence.)

1 BY MR. MURPHY:

2 Q. In essence, in Defendant's 3 and 4
3 she's objecting to paying for the job you
4 completed, correct?

5 A. Yes.

6 Q. Mr. Sires, I think you were talking
7 about upstairs. When you -- a new stand was not
8 built for the attic, correct, to put the air
9 handler on?

10 A. A new top was put in place, yes.

11 Q. Okay. But not a complete stand?

12 A. No, sir.

13 MR. MURPHY: Okay. Your Honor, I have
14 no further questions.

15 THE COURT: Follow-up?

16 MR. CISA: Judge, with one of these
17 letters real quick.

18 THE COURT: All right.

19 EXAMINATION

20 BY MR. CISA:

21 Q. You see in Exhibit Number 4 where you
22 tried to hit Rick for \$3,500 in addition to the
23 \$9,000 to correct your insulation errors and poor
24 workmanship?

25 A. I have no idea what you're talking

1 about.

2 Q. Okay. Well, do you recall testifying
3 that what they wanted you to do in this punch list
4 was additional work --

5 A. Correct.

6 Q. -- and it wasn't correcting anything
7 you did wrong?

8 A. Correct.

9 Q. It may be related to that?

10 A. I guess. It don't really say.

11 MR. CISA: Okay. Nothing further, Your
12 Honor.

13 THE COURT: Can step down, Mr. Sires.
14 Thank you.

15 MR. CISA: I have no further witnesses,
16 Judge.

17 THE COURT: No further witnesses. That
18 concludes the rebuttal portion of the Plaintiff's
19 case. Is that correct?

20 MR. CISA: Yes, sir.

21 THE COURT: Okay. All right,
22 gentlemen. I think I certainly understand y'all's
23 positions relative to this matter. Y'all have done
24 a good job in presenting it in a very thorough
25 fashion.

1 There is a lot of information, a lot of
2 testimony which impacts the various issues and
3 elements that are contained in the claim as well as
4 the counterclaim in there that would probably be
5 best addressed by way of written documents, by way
6 of a proposed order.

7 I don't want to cut you off from giving
8 me a closing or a summation, but I think they
9 probably would be most beneficial to have all of
10 that in writing for a review. So what I'm going to
11 ask y'all to do is do a proposed order for me
12 outlining the -- either a draft order presented to
13 me by e-mail and copy each other, of course,
14 referencing the testimony and also provide it to
15 me -- provide that to me within 30 days.

16 If you need more time than that let me
17 know. If y'all -- today if you need more than 30
18 days let me know. Otherwise I'll just calendar it
19 out for 30 days.

20 MR. MURPHY: Your Honor, I do have --
21 I'm in training for two weeks. Your Honor, if I do
22 need additional time, that's not until May.

23 THE COURT: Okay.

24 MR. CISA: Judge, 30 days is fine with
25 me.

1 THE COURT: Okay. We'll leave it at
2 30 days. I know there are requests for attorneys'
3 fees as well. Those need to be addressed; so
4 please submit the attorneys' fees affidavits as
5 well depending on how it goes from there.

6 If there are additional questions that
7 need to be raised or information looked at
8 regarding the attorneys' fees then I'll address
9 that in a subsequent review or hearing along those
10 matters. Y'all have provided to me the transcript,
11 I think, from Day 1 and I'm not sure if I've got
12 Day 2.

13 If y'all have Day 3 by the time you
14 submit the orders give me that. That's less
15 necessary, I think, in the review of it. If y'all
16 do get the printed version provide me a copy upon
17 receipt of this even if it's after the 30 days.

18 MR. CISA: Judge, I think the only
19 portion that I had actually transcribed was John
20 Bailey's testimony who was the expert that they
21 called early on. We don't have a transcript of
22 anything else and I don't think I'm going to pay
23 for --

24 THE COURT: Whatever y'all have, I'll
25 take it. If you didn't get it then I'll deal with

1 it from there.

2 MR. MURPHY: Your Honor, I just had a
3 motion on one of the Plaintiff's claims, Your
4 Honor. That would be the mechanic's lien.

5 THE COURT: That would be separate from
6 and certainly impact --

7 MR. MURPHY: Yes, Your Honor. Because
8 the mechanic's --

9 THE COURT: I'll hear from you on that.

10 MR. MURPHY: Thank you, Your Honor. Of
11 course, when the mechanic's lien is filed it has
12 to be served on the owner, Your Honor. If it's
13 not served on the owner, Your Honor -- if it's not
14 served on the owner -- and this is Code Section
15 29-590 -- then it's dissolved.

16 We have no testimony whatsoever that
17 the mechanic's lien that was filed was ever served
18 on Ms. Weddle. She testified on direct examination
19 she never received it.

20 The only testimony that we heard from
21 the Plaintiffs is that his wife mailed it to the
22 Foxborough address which there was clear testimony
23 that that was not my client's residence. So based
24 on that, Your Honor, I'd ask for that one claim
25 with the mechanic's lien to be dismissed because my

1 client was never served with the mechanic's lien.

2 THE COURT: Mr. Cisa.

3 MR. CISA: Judge, there was a couple of
4 things we went over about the pleadings. I made
5 this allegation: The mechanic's lien was recorded
6 in Book R, Volume 9-451 at Page 241 in the
7 auditor's office for Berkeley County on May 2nd, a
8 copy of which is attached as Exhibit C.

9 They admitted that allegation. Then I
10 alleged in Paragraph 8: Defendants Derrik Loyal
11 Weddle and Linda McGee Weddle as more particularly
12 shown by the affidavit of service which is attached
13 here as Exhibit D, the mechanic's lien was served
14 upon them. That was admitted also in the
15 pleadings.

16 So another important item in the
17 pleadings that we talked about early on was she
18 keeps denying she entered into a contract, but I
19 alleged in Paragraph 5 that: Heretofore on or
20 about March 7, 2012 the Plaintiff entered into an
21 agreement with the defendants whereby the plaintiff
22 agreed to install a heating and air conditioning
23 system. They admitted that also.

24 So when people admit things in the
25 pleadings I submit to the Court you don't have to

1 offer evidence because they're admitted. If you do
2 an analysis link you'll see that.

3 THE COURT: Mr. Murphy, I'm looking at
4 the file documents that shows an affidavit of
5 service, of serving the notice and certificate of
6 mechanic's lien as to defendants Linda and Derrik
7 Weddle.

8 MR. MURPHY: Yes, Your Honor.

9 THE COURT: Are you saying that's
10 incorrect?

11 MR. MURPHY: Your Honor, per Mr. --
12 and, Your Honor, if you could tell me the -- if I'm
13 not mistaken, I think that affidavit of service was
14 June -- I'm sorry, sir. I don't have that in front
15 of me.

16 THE COURT: May 2nd, 2012. It served
17 Derrik Weddle as husband at 5883 Ryans Bluff Road,
18 North Charleston and then named the person's usual
19 place of abode. Are you saying that is -- that
20 that service was incomplete or that's not someone's
21 home?

22 MR. MURPHY: Your Honor -- that was
23 served on the husband, Your Honor, which you have
24 in front of you, but that's not the owner of the
25 residence. It I think it is uncontradicted the

1 owner of the residence is Beth Weddle.

2 THE COURT: All right.

3 MR. CISA: Your Honor, you can serve
4 Ms. Weddle by serving the husband who is a person
5 of sound discretion over 18 years of age living in
6 the primary residence. That's good service I would
7 submit under the rule and I didn't bring my rule
8 book.

9 THE COURT: Likewise, that's my
10 understanding of the rule is does Ms. Weddle reside
11 or did she reside at 5883 Ryans Bluff Road in North
12 Charleston in May of 2012.

13 MR. MURPHY: Yes, Your Honor, if I can
14 just confirm that with my client. Yes, Your Honor.

15 THE COURT: I'm going to deny that
16 motion based on the documentation relative to the
17 service and without even addressing the adequacy of
18 the pleadings indicates it was timely served. If
19 there is more to that argument --

20 MR. MURPHY: Yes, Your Honor.

21 THE COURT: -- that you can develop
22 in reviewing the file or if I've made some
23 incorrect assessment of the facts and you want to
24 continue to include that as a part of the proposed
25 order, please do that in case I've missed something

1 as well.

2 MR. MURPHY: Yes, Your Honor.

3 THE COURT: We may have to address that
4 separately if that becomes a real issue.

5 MR. CISA: Judge, I know you want us to
6 do proposed orders. Will you entertain a brief
7 closing? If you don't want us to do that, that's
8 fine. I just wanted us to hit the big picture
9 here.

10 THE COURT: I don't mind us doing a
11 brief closing. I don't want y'all to feel
12 obligated to give me a complete closing because I
13 am imposing upon you to do that in a written order,
14 but I'm more than happy to hear a short closing
15 from each.

16 MR. CISA: It's just because the trial
17 has been -- it's been over three different days and
18 I kind of went back and looked. Judge, you know,
19 the punchlist that was submitted to Mr. Sires, he
20 did testify that that was not a punch list. Those
21 were change orders.

22 He clearly said he put the outside
23 stand exactly where Mr. Weddle wanted it. He also
24 testified that it wasn't anything wrong with the
25 location of it. The problem with the air handler

1 stand -- he said he put -- used OSB plywood instead
2 of regular plywood. There's nothing wrong with
3 that according to him and according to Gene Pardee.
4 Not one of their experts have said there's anything
5 wrong with it.

6 As to the ductwork in the attic, he
7 said he told Mr. Weddle, I can put it up high or I
8 can put it down low. He said, I would prefer to be
9 able to step over it as to crawl under it. He put
10 it exactly where Mr. Weddle wanted it. Then he
11 came back later and said, no, we don't want it
12 there.

13 Judge, Gene Pardee was an expert that
14 we had testify. Gene Pardee was not our guy. He
15 worked for Pardee Heating & Air for years.

16 MR. MURPHY: Your Honor, I hate to
17 do -- Mr. Pardee was never qualified as an expert,
18 Your Honor.

19 The Court: I'll hear from you on that.

20 MR. MURPHY: Yes, sir.

21 MR. CISA: Mr. Pardee was called by
22 Ms. Weddle after the job was completed. Mr. Pardee
23 testified that he didn't see anything wrong at all
24 with the work performed and that he couldn't do
25 anything to improve on the work and that he gave

1 her a high price and never heard back from her.

2 Then they called -- they called. So I called

3 Mr. Pardee to testify to that.

4 They called a guy named John Bailey who

5 is an HVAC consultant who holds a mechanical

6 contracting license and said that he installed

7 multiple HVAC systems. Mr. Bailey did not testify

8 that the system was undersized.

9 This is what he testified to. He found

10 two boots where he stuck his fingers up and that it

11 didn't seem like it was properly sealed. That's

12 part of the transcript that you have. I asked him:

13 How long would it take you to seal two boots with

14 caulk? With Caulk, maybe 10 minutes.

15 These are the same boots that Mr. Sires

16 testified that when he went to the Weddles' home or

17 rental home after he had done the work he said I'll

18 be glad to caulk around these boots. They say

19 said, no, can't do anything else.

20 Their expert, that's all he found wrong

21 with the system. Ten minutes to caulk two boots.

22 Then he talked about doing this duct blast test,

23 but acknowledged in his testimony he never got

24 within 10 feet of the air handler in the attic. He

25 testified if it wasn't tight then the duct blast

1 test wouldn't have worked properly. He clearly
2 says he did not examine the air handler, no
3 question about it. He got better with Mr. Bailey.

4 I said: Did you check the cabin of the
5 air handler to see if there were any leaks in the
6 air handler? Answer: No. If there were leaks in
7 the air handler because somebody had loosened it up
8 there would be air flowing from the air -- air
9 handler into the attic. Is that correct? That's
10 correct.

11 He talked about maintaining the HVAC
12 system. You've heard a lot of that today. There's
13 been no evidence in this regard to indicate since
14 this system was installed in March of 2012 that
15 it's been properly maintained. Where are the
16 service invoices?

17 Where is the service technician that
18 came in and serviced the unit? That's four years
19 ago. There is no evidence. This is what happens
20 when you don't properly maintain it.

21 You don't change your filters, restrict
22 air flow. You don't clean the coils every six
23 months you restrict the air flow. You don't check
24 the freon and keep it at the proper level, it
25 causes the same kind of problem with the restricted

1 air flow. It causes condensation to form around
2 the vents. That's exactly what we have here. He
3 confirms that.

4 Then said, yeah, there was microbial
5 growth. Most systems will have some microbial
6 growth even if they were maintained. This is
7 coming from their expert, Mr. Bailey. Then he
8 says -- I asked him: Based upon your observations
9 of the ductwork it looked like a clean
10 installation. His answer was: Yes.

11 Question: Mastic was good?

12 Answer: Uh-huh.

13 Then my question: The duct system
14 deemed acceptable, correct?

15 Answer: Yeah. It looked to be in
16 fairly good condition.

17 Question: You didn't see any code
18 violations with it, correct?

19 Answer: I did not see any code
20 violations.

21 Then the duct testing he used didn't
22 come into existence until 2013. Then I asked him
23 about what could cause microbial growth. He said
24 the same things that everybody else has said, not
25 properly maintaining the system.

1 So Mr. Bailey supports our position.
2 The only personal that doesn't support our position
3 was Mr. Stultz. He said, well, it should have been
4 a three-ton unit even though his own Manual J
5 indicates the BTUs generated by two-and-a-half-ton
6 system would be adequate.

7 It is the same thing Preston Knight
8 testified to. This -- you should have put a
9 two-and-a-half-ton system in this -- in this house.
10 The thing that I find most compelling, nobody has
11 testified before you that there was any problem
12 with cooling or heating this home.

13 Now, Ms. Weddle testified she's had a
14 tenant in that house ever since this work was done
15 except for a short period of time for two or three
16 months when they were doing some renovations.
17 Don't you think if you had a house that wasn't
18 properly cooling or heating that the tenant would
19 be going berserk?

20 They would be calling up saying you've
21 got to have somebody over here to fix this unit.
22 It's been four years, Judge. Four years.

23 We haven't heard from a tenant or
24 haven't heard from any expert that's testified or
25 the Weddles that the house wasn't been properly

1 cooled and heated. No testimony at all. The other
2 thing I find amazing, after four years they haven't
3 paid anybody any money to change anything with this
4 system or correct anything. Zero.

5 It is not because they don't have the
6 money because they have \$9,000 they haven't paid my
7 client for this system. They haven't done any work
8 and there's no complaint about cooling and heating.
9 That's all. Thank you, Judge.

10 THE COURT: Thank you, Mr. Cisa.

11 MR. MURPHY: Thank you, Your Honor.
12 May it please the Court. The plaintiff's two
13 witnesses, and of course, Mr. Sires, Your Honor,
14 testified that he did a great job.

15 Unfortunately, we could not hear from
16 Michael whose name we don't know right now or James
17 Guthrie, they could not testify. Your Honor, the
18 next -- the next witness on the stand was Gene
19 Pardee who according to him is a used car salesman.
20 That's what he stated. He did not testify as an
21 expert witness.

22 Your Honor, you have numerous photos
23 here showing gaps, showing molding, showing --
24 showing tightness, showing condensation, showing
25 water damage. You have Mr. Stultz testifying that

1 this did not live up and this was poorly installed
2 was not of workman-like quality and that it would
3 cost approximately -- I think this is an exhibit.

4 Of course, Your Honor, you'll have all
5 of this -- over \$10,000 to replace the system
6 without contradiction even though -- without
7 contradiction the system should have been a
8 three-ton system, Your Honor. Beg the Court's --
9 I'm sorry, Your Honor.

10 You'll have it -- I'm sorry, Your
11 Honor. It's here. This is Defendant's Exhibit
12 Number 5. It is an inadequate system that had to
13 be replaced and that would cost well over \$12,000.
14 Of course, that's more than what Mr. Sires is
15 desiring. I respectfully disagree with the
16 nonservicing of the unit.

17 My client testified the unit was
18 serviced and there is no contradiction to her
19 testimony. There was no testimony by Mr. Sires,
20 Mr. Pardee, Mr. Stultz, Mr. Bailey, Mr. Knight that
21 they inspected the system and they could tell that
22 the system was not properly serviced.

23 So any -- that leaves me or leaves the
24 Court with testimony from Ms. Weddle that says she
25 yearly had her system checked. Your Honor -- Jack

1 Stultz, Your Honor, I believe was very credible.

2 Your Honor, he testified of gaps in the system,

3 improper tightness, not properly sealed.

4 So this all leads to a defective
5 system, a system that bleed water, that caused
6 structural damage. Mr. Michael Bryant came forward
7 and testified it was going to caused approximately
8 \$3,6000 to repair.

9 So if you have somebody that needs to
10 replace the system in the amount of \$12,000 with
11 testimony that's also going to -- for the
12 sheetrock, for the mold that is an around the
13 vents, replacing the -- I would call them trusses.
14 If that's the incorrect term I apologize that -- up
15 in the attic that's going to cause approximately
16 \$3,600.

17 My client is here having to pay
18 approximately \$15,000 to rectify the work that
19 Mr. Sires did. Of course, Your Honor, this system
20 could not be repaired. This system could not be
21 replaced because this action was filed in 2012. If
22 it was repaired and replaced what would have been
23 tampered with, Your Honor? Evidence.

24 So I would ask the Court to consider
25 that. Your Honor, you have the photos in front of

1 you. You have the contract in front of you. Our
2 position this was not workman-like quality. It was
3 shotty work. It needs to be all torn out and
4 properly done. Thank you, Your Honor.

5 THE COURT: Thank you. All right
6 gentlemen. So we're clear on the proposed order,
7 30 days and affidavits of attorneys' fees submit
8 those as well, if possible. Any of the transcripts
9 received, provide those so I can reference those as
10 well. All right.

11 MR. CISA: Judge, on the proposed
12 orders do you want us to e-mail them to you in Word
13 or --

14 THE COURT: Yes, absolutely, by way of
15 e-mail. You don't have to send in hard copies and
16 that way I can change or blend or whatever as may
17 be necessary. I appreciate you pointing that out.

18 MR. CISA: Then we just submit
19 affidavits or attorneys' fees and I guess if
20 somebody has a problem --

21 THE COURT: Same format, you know, as
22 far as those go you don't have to send the hard
23 copies. Eventually we'll need the hard copies, but
24 as far as putting them out there they we'll resolve
25 any question that might come up as to those. Okay.

1 MR. CISA: Thank you. Judge, you're
2 going to hold on to the evidence?

3 THE COURT: We'll hold on to -- yes,
4 everything that is part of the Court record. Okay.

5 Mr. Sires, Mr. and Mrs. Weddle, y'all
6 were well-represented. I appreciate y'all working
7 with the Court and coming back on different days.
8 I think it's -- hopefully in explaining how this
9 thing is going to work y'all understand I've got a
10 lot of things to consider.

11 They're going to provide documentation
12 to me. At some point in time I'll be issuing a
13 written order. Anything that I say or have said or
14 say in the process of developing that final order
15 is not the final word.

16 The final word is when it's actually
17 signed and issued by the Court. We'll provide it
18 to you through your attorneys and will address if
19 necessary down the road the question regarding the
20 attorneys' fees. Thank y'all very much.

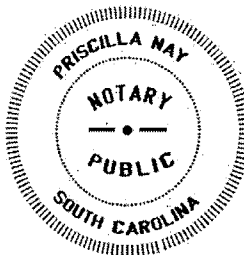
21 (The hearing was concluded at 11:41
22 AM.)

CERTIFICATE OF REPORTER

I, Priscilla Nay, Court Reporter and
Notary Public for the State of South Carolina, 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 18th day of December,
2016 at Charleston, Charleston County, South
Carolina.



Priscilla Nay

Priscilla Nay,
Court Reporter
My Commission expires
December 2, 2021

I N D E X

1		
2		
3		Page
4		
5	JACK STULTZ	4
6	EXAMINATION	4
7	BY MR. CISA	
8	EXAMINATION	4
9	BY MR. CISA	
10	EXAMINATION	16
11	BY MR. MURPHY	
12	MICHAEL PAUL BRYANT	21
13	EXAMINATION	21
14	BY MR. MURRAY	
15	EXAMINATION	25
16	BY MR. CISA	
17	PRESTON EDWARD KNIGHT	29
18	EXAMINATION	29
19	BY MR. CISA	
20	EXAMINATION	38
21	BY MR. MURPHY	
22	EXAMINATION	59
23	BY MR. CISA	
24	CLINT SIRES	62
25		

1 EXAMINATION 62
2 BY MR. CISA
3 EXAMINATION 69
4 BY MR. MURPHY
5 EXAMINATION 79
6 BY MR. CISA
7 CERTIFICATE OF REPORTER 98

10 E X H I B I T S

	FOR ID	IN EVD.
13 PLF. EXH. 6	6	7
14 PLF. EXH. 7	-	32
15 DFT. EXH. 1	-	20
16 DFT. EXH. 2	40	-
17 DFT. EXH. 3	-	78
18 DFT. EXH. 4	-	78

21 *** ALL EXHIBITS IN THIS CASE FROM THIS HEARING AND
22 PREVIOUS DAYS' HEARINGS RETAINED IN CASE FILE BY
23 THE COURT
24
25

SC

Project Information

For: Weddle
SC 29405

Design Conditions

Location:

Charleston, SC, US
Elevation: 39 ft
Latitude: 33°N

Outdoor:

Dry bulb (°F)
Daily range (°F)
Wet bulb (°F)
Wind speed (mph)

Heating

29
15.0

Cooling

92
16 (M)
78
7.5

Indoor:

Indoor temperature (°F)
Design TD (°F)
Relative humidity (%)
Moisture difference (gr/lb)

Heating

70
41
30
14.1

Cooling

75
17
50
56.1

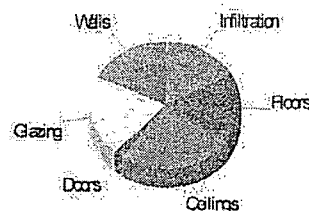
Infiltration:

Method
Construction quality
Fireplaces

Simplified
Average
0

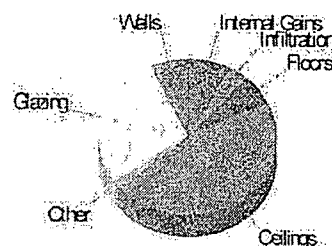
Heating

Component	Btuh/ft²	Btuh	% of load
Walls	3.7	4405	18.0
Glazing	36.8	4969	20.3
Doors	16.0	502	2.1
Ceilings	4.6	6184	25.3
Floors	3.2	4307	17.6
Infiltration	3.0	4094	16.7
Ducts		0	0
Piping		0	0
Humidification		0	0
Ventilation		0	0
Adjustments		0	0
Total		24461	100.0



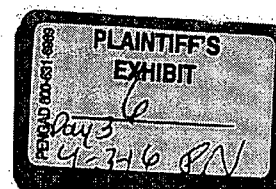
Cooling

Component	Btuh/ft²	Btuh	% of load
Walls	1.5	1729	7.1
Glazing	49.7	6714	27.7
Doors	11.9	375	1.5
Ceilings	8.3	11196	46.2
Floors	1.1	1479	6.1
Infiltration	0.6	875	3.6
Ducts		0	0
Ventilation		0	0
Internal gains		1890	7.8
Blower		0	0
Adjustments		0	0
Total		24259	100.0



Latent Cooling Load = 2374 Btuh
Overall U-value = 0.123 Btuh/ft²·°F

Data entries checked.



SC

Project Information

For: Weddle
SC 29405

Notes:

Design Information

Weather: Charleston, SC, US

Winter Design Conditions

Outside db 29 °F
Inside db 70 °F
Design TD 41 °F

Summer Design Conditions

Outside db 92 °F
Inside db 75 °F
Design TD 17 °F
Daily range M
Relative humidity 50 %
Moisture difference 56 gr/lb

Heating Summary

Structure 24461 Btuh
Ducts 0 Btuh
Central vent (0 cfm) 0 Btuh
Humidification 0 Btuh
Piping 0 Btuh
Equipment load 24461 Btuh

Sensible Cooling Equipment Load Sizing

Structure 24259 Btuh
Ducts 0 Btuh
Central vent (0 cfm) 0 Btuh
Blower 0 Btuh
Use manufacturer's data y
Rate/swing multiplier 1.00
Equipment sensible load 24259 Btuh

Infiltration

Method Simplified
Construction quality Average
Fireplaces 0
Heating Cooling
Area (ft²) 1350 1350
Volume (ft³) 12150 12150
Air changes/hour 0.45 0.23
Equiv. AVF (cfm) 91 47

Latent Cooling Equipment Load Sizing

Structure 2374 Btuh
Ducts 0 Btuh
Central vent (0 cfm) 0 Btuh
Equipment latent load 2374 Btuh
Equipment total load 26633 Btuh
Req. total capacity at 0.70 SHR 2.9 ton

Heating Equipment Summary

Make
Trade
Model
AHRI ref
Efficiency 0 AFUE
Heating input 0 Btuh
Heating output 0 Btuh
Temperature rise 0 °F
Actual air flow 2022 cfm
Air flow factor 0.083 cfm/Btuh
Static pressure 0 in H2O
Space thermostat

Cooling Equipment Summary

Make
Trade
Cond
Coil
AHRI ref
Efficiency 9.7 EER, 0 SEER
Sensible cooling 0 Btuh
Latent cooling 0 Btuh
Total cooling 0 Btuh
Actual air flow 1800 cfm
Air flow factor 0.066 cfm/Btuh
Static pressure 0 in H2O
Load sensible heat ratio 0.91

Calculations approved by ACCA to meet all requirements of Manual J 8th Ed



SC

1	Room name				Entire House				First Floor							
2	Exposed wall				150.0 ft				150.0 ft							
3	Room height				9.0 ft				9.0 ft							
4	Room dimensions				1350.0 ft				1350.0 ft							
5	Room area				1350.0 ft ²				1350.0 ft ²							
	Ty	Construction number	U-value (Btu/h/ft ² ·°F)	Or	HTM (Btu/h/ft ²)		Area (ft ²) or perimeter (ft)		Load (Btu/h)		Area (ft ²) or perimeter (ft)		Load (Btu/h)			
					Heat	Cool	Gross	N/P/S	Heat	Cool	Gross	N/P/S	Heat	Cool		
6	W	12C-0bw	0.091	n	3.72	1.46	405	333	1238	488	405	333	1238	488		
11	G	1A-c1ow	0.900	n	36.81	28.52	41	0	1503	1165	41	0	1503	1165		
		11D0	0.390	n	15.95	11.91	32	32	502	375	32	32	502	375		
	W	12C-0bw	0.091	e	3.72	1.46	270	243	906	355	270	243	906	355		
		G	1A-c1ow	0.900	e	36.81	28.52	27	0	982	2044	27	0	982	2044	
	W	12C-0bw	0.091	s	3.72	1.46	405	364	1355	532	405	364	1355	532		
		G	1A-c1ow	0.900	s	36.81	28.52	41	0	1503	1461	41	0	1503	1461	
	W	12C-0bw	0.091	w	3.72	1.46	270	243	906	355	270	243	906	355		
		G	1A-c1ow	0.900	w	36.81	28.52	27	0	982	2044	27	0	982	2044	
	C	16A-7ad	0.112	-	4.56	8.29	1350	1350	6184	11196	1350	1350	6184	11196		
	F	20P-1:1	0.078	-	3.19	1.10	1350	1350	4307	1479	1350	1350	4307	1479		
	6	c) AED excursion													0	0
	Envelope loss/gain								20368	21494			20368	21494		
12	a) Infiltration								4094	875			4094	875		
	b) Room ventilation								0	0			0	0		
13	Internal gains:			Occupants @	230			3		690		3		590		
				Appliances/other						1200				1200		
	Subtotal (lines 6 to 13)								24461	24259			24461	24259		
	Less external load:								0	0			0	0		
	Less transfer								0	0			0	0		
	Redistribution:								0	0			0	0		
14	Subtotal:								24461	24259			24461	24259		
15	Duct loads								0%	0%	0	0	-0%	0%	0	0
	Total room load								24461	24259			24461	24259		
	Air required (cfm)								2022	1600			2022	1600		

Calculations approved by ACCA to meet all requirements of Manual J 8th Ed.

SC

Project Information

For: Weddle
SC 29405

Design Conditions

Location:		Indoor:		Heating	Cooling
Charleston, SC, US		Indoor temperature (°F)		70	75
Elevation: 39 ft		Design TD (°F)		41	17
Latitude: 33°N		Relative humidity (%)		30	50
Outdoor:		Moisture difference (gr/lb)		14.1	56.1
Dry bulb (°F)	29	Infiltration:			
Daily range (°F)	-	Method		Simplified	
Wet bulb (°F)	-	Construction quality		Average	
Wind speed (mph)	15.0	Fireplaces		0	
		Cooling			
		Heating			
		(M)			
		7.5			
		78			
		16			
		92			

Construction descriptions

	Or	Area ft²	U-value Btu/ft²·°F	Insul R ft²·°F/Btu	Htg HTM Btu/ft²	Loss Btu/h	Cool HTM Btu/ft²	Gain Btu/h
Walls								
12C-0bw: Frm wall, brk 4" ext, r-13 cav ins, 1/2" gypsum board int	n	333	0.091	13.0	3.72	1238	1.46	486
fnsh, 2"x4" wood frm, 16" o.c. stud	e	243	0.091	13.0	3.72	906	1.46	355
	s	364	0.091	13.0	3.72	1355	1.46	532
	w	243	0.091	13.0	3.72	906	1.46	355
	all	1184	0.091	13.0	3.72	4405	1.46	1729
Partitions								
(none)								
Windows								
1A-c1ow: 1 glazing, clr glz, wd frm mat, 1/8" thk, 6.67 ft head ht	n	41	0.900	0	36.8	1503	28.5	1165
	e	27	0.900	0	36.8	982	76.7	2044
	s	41	0.900	0	36.8	1503	35.8	1461
	w	27	0.900	0	36.8	982	76.7	2044
	all	135	0.900	0	36.8	4969	49.7	6714
Doors								
11D0: Door, wd sc type	n	32	0.390	0	16.0	502	11.9	375
Ceilings								
16A-7ad: Attic ceiling, asphalt shingles roof mat, r-7 cell ins, 1/2" gypsum board int, fnsh		1350	0.112	7.0	4.58	6184	8.29	11196
Floors								
20P-11t: Flr floor, wd flr, 1" thkns, tile flr fnsh, r-11 ext ins, amb ovr		1350	0.078	11.0	3.19	4307	1.10	1479

SC

Project Information

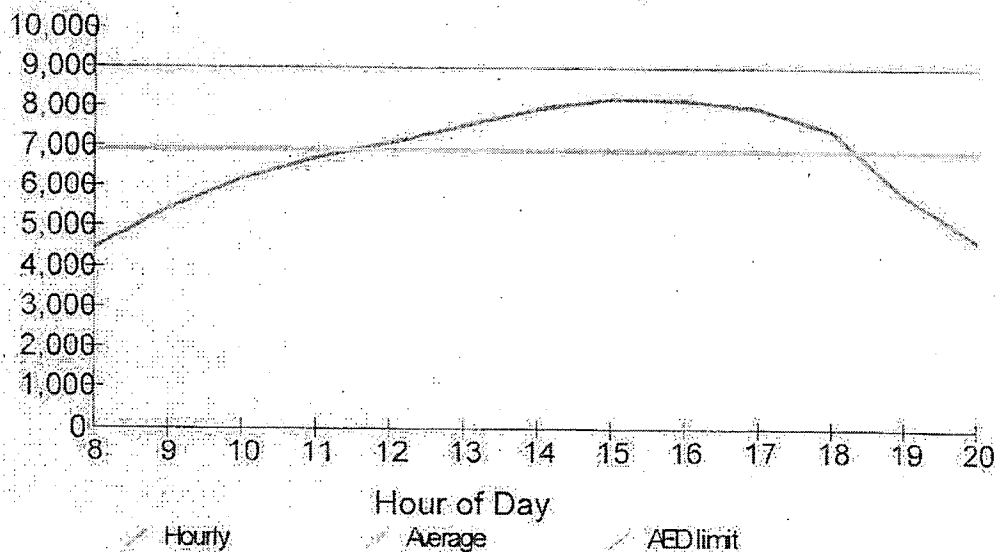
For: Weddle
SC 29405

Design Conditions

Location:		Indoor:		Heating	Cooling
Charleston, SC, US		Indoor temperature (°F)		70	75
Elevation: 39 ft		Design TD (°F)		41	17
Latitude: 33°N		Relative humidity (%)		30	50
Outdoor:		Moisture difference (gr/lb)		14.1	56.1
Dry bulb (°F)	29	Infiltration:			
Daily range (°F)					
Wet bulb (°F)					
Wind speed (mph)	15.0				

Test for Adequate Exposure Diversity

Hourly Glazing Load



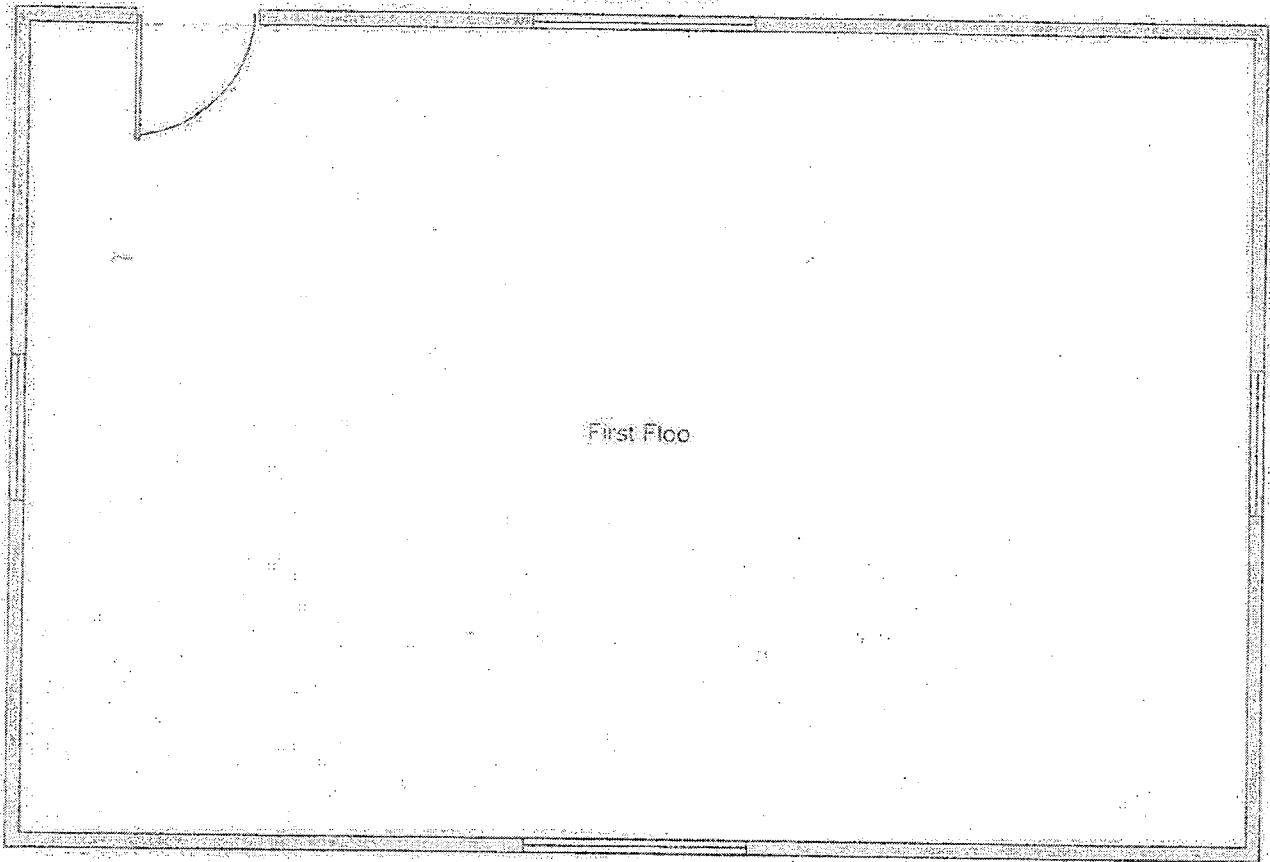
Maximum hourly glazing load exceeds average by 18.7%.

House has adequate exposure diversity (AED), based on AED limit of 30%.

AED excursion: 0 Btu/h



First Floor



First Floor

Job #: 12369
Performed for:

Weddle

SC 29405

SC

Scale: 1 : 75

Page 1

Right-Suite® Universal 2015

15.0.18 Right J® Mobile

2015-Sep-23 08:35:14

...84d1-40b1-8741-f67ea800fd90.rup

Frank Cisa

From: Michael Murphy <michael@vannoymurphy.com>
Sent: Wednesday, March 30, 2016 4:42 PM
To: Frank Cisa
Cc: Sara Fastiggi; Ashley Pardee
Subject: Stultz report
Attachments: Weddle MJ8.pdf

Frank:

See attached. I believe this was already sent to you but I wanted to send again. This is Jack Stultz's report.

Take care.

Sincerely,

MICHAEL H. MURPHY, III
Attorney at Law
105 Carolina Avenue
Moncks Corner, South Carolina 29461
843-761-0610 (Office)
843-761-4458 (Fax)
michael@vannoymurphy.com



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Project Information

For:

155 Foxborough, Charleston, SC 29412

Design Conditions

Location:

Charleston Intl AP, SC, US
Elevation: 49 ft
Latitude: 33°N

Outdoor:

Dry bulb (°F)
Daily range (°F)
Wet bulb (°F)
Wind speed (mph)

Heating

30

15.0

Cooling

92

16 (M)

78

7.5

Indoor:

Indoor temperature (°F)
Design TD (°F)
Relative humidity (%)
Moisture difference (gr/lb)

Heating

70

40

30

13.0

Cooling

75

17

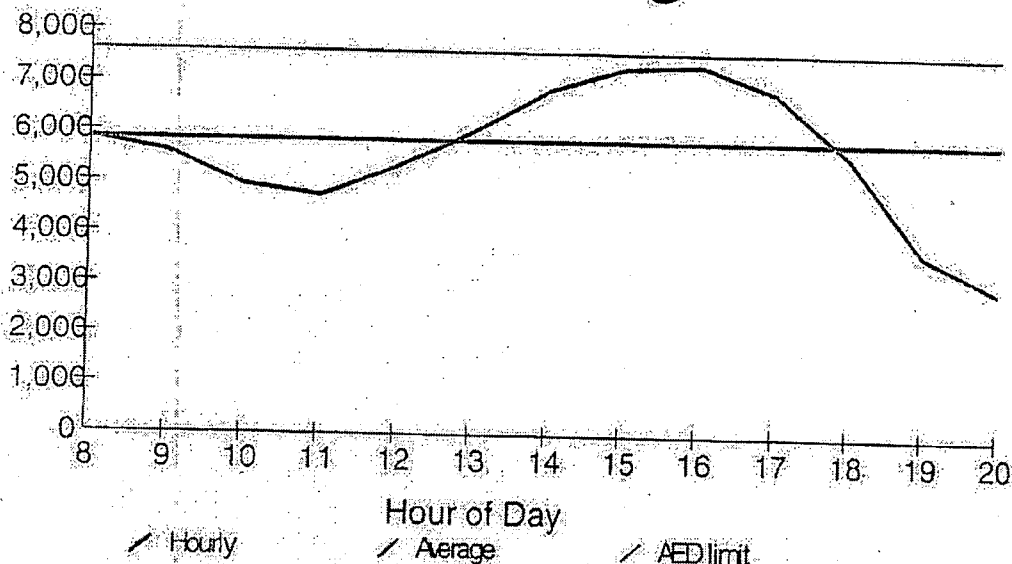
50

55.5

Infiltration:

Test for Adequate Exposure Diversity

Hourly Glazing Load



Maximum hourly glazing load exceeds average by 26.3%.

House has adequate exposure diversity (AED), based on AED limit of 30%.

AED excursion: 0 Btuh

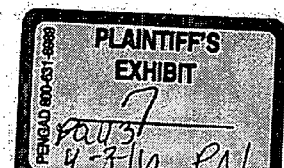


wrightsoft

Right-Suite® Universal 2015 15.0.18 Right-J® Mobile
wsimple64c36b1-3e98-452f-ab14-4333a506ada3.rup Calc = MJ8 Front Door faces: SW

2015-Sep-08 11:30:04

Page 1



AL

Project Information

For:

155 foxborough, Charleston, SC 29412

Design Conditions**Location:**

Charleston Intl AP, SC, US
 Elevation: 49 ft
 Latitude: 33°N

Outdoor:

Dry bulb (°F)
 Daily range (°F)
 Wet bulb (°F)
 Wind speed (mph)

Heating

30

15.0

Cooling

92

16 (M)

78

7.5

Indoor:

Indoor temperature (°F)
 Design TD (°F)
 Relative humidity (%)
 Moisture difference (gr/lb)

Heating

70

40

30

13.0

Cooling

75

17

50

55.5

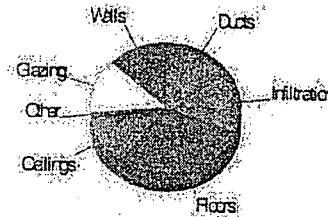
Infiltration:

Method
 Construction quality
 Fireplaces

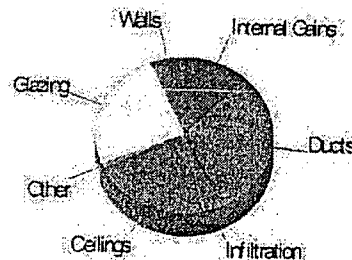
Simplified
 Average
 1 (Average)

Heating

Component	Btuh/ft²	Btuh	% of load
Walls	3.6	3909	13.2
Glazing	22.6	3931	13.2
Doors	15.4	324	1.1
Ceilings	2.8	3811	12.8
Floors	6.3	8604	28.9
Infiltration	3.5	4457	15.0
Ducts		4688	15.8
Piping		0	0
Humidification		0	0
Ventilation		0	0
Adjustments		0	0
Total		29725	100.0

**Cooling**

Component	Btuh/ft²	Btuh	% of load
Walls	1.5	1580	6.5
Glazing	34.6	6033	24.9
Doors	11.9	250	1.0
Ceilings	3.8	5197	21.4
Floors	0	0	0
Infiltration	0.6	792	3.3
Ducts		7537	31.1
Ventilation		0	0
Internal gains		2860	11.8
Blower		0	0
Adjustments		0	0
Total		24249	100.0



Latent Cooling Load = 3400 Btuh
 Overall U-value = 0.129 Btuh/ft²·°F

Data entries checked.



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Right-Suite® Universal 2015-15-0-18 Right J® Mobile
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2015-Sep-08 11:30:04

Page 1

AL

1 2 3 4 5	Room name Exposed wall Room height Room dimensions Room area		Entire House 8.0 ft 150.0 ft 1375.0 ft ²				First Floor 8.0 ft 160.0 ft 1375.0 ft ²				heat/cool 55.0 x 25.0 ft			
	Ty	Construction number	U-value (Btu/ft ² ·°F)	Or	HTM (ft·h/Btu)		Area (ft ²) or perimeter (ft)		Load (Btu/h)		Area (ft ²) or perimeter (ft)		Load (Btu/h)	
					Heat	Cool	Gross	N/P/S	Heat	Cool	Gross	N/P/S	Heat	Cool
6	W	12C-0bw	0.091	ne	3.80	1.46	440	314	1132	457	440	314	1132	457
		1D-c2ov	0.570	ne	22.57	33.44	105	0	2370	3511	105	0	2370	3511
		11D0	0.390	ne	15.44	11.69	21	21	324	250	21	21	324	250
11	W	12C-0bw	0.091	se	3.60	1.46	200	200	721	291	200	200	721	291
	W	12C-0bw	0.091	sw	3.60	1.46	440	382	1375	558	440	392	1375	558
		1D-c2ov	0.570	sw	22.57	37.04	58	0	1317	2160	58	0	1317	2160
	W	12C-0bw	0.091	nw	3.60	1.46	200	189	682	275	200	189	682	275
		1D-c2ov	0.570	nw	22.57	33.44	11	0	245	362	11	0	245	362
	C	16B-13ad	0.070	-	2.77	3.78	1375	1375	3811	5197	1375	1375	3811	5197
	F	22A-1ph	1.358	-	53.78	0.00	1375	180	8604	0	1375	160	8604	0
6	c) AED excursion													
	Envelope loss/gain													
									20581	13080			20581	13080
12	a) Infiltration													
	b) Room ventilation													
									4457	792			4457	792
13	Internal gains:													
		Occupants @		230			2			460		2		460
		Appliances/other								2400				2400
	Subtotal (lines 6 to 13)													
									25038	16712			25038	16712
	Less external load													
	Less transfer													
	Redistribution													
									0	0			0	0
14	Subtotal													
									0	0			0	0
15	Duct loads													
									25038	16712			25038	16712
							19%	45%	4688	7537		19%	45%	4688
	Total room load													
									29725	24249			29725	24249
	Air required (cfm)													
									998	998			998	998

Calculations approved by ACCA to meet all requirements of Manual J 8th Ed.



wrightsoft

Right: Suite® Universal 2015 15.0.18 Right J® Mobile
wsmpl664c36b1-3e98-4521-ab14-4333a506ada3.rup Calc = MJ8 Front Door faces: SW

2015-Sep-08 11:30:04
Page 1



Estimate

Home Maintenance and Services

1844 Debbenshire Dr. Charleston South Carolina 29407

Contact- Michael Bryant

E-mail- michaelbryant417@gmail.com

Cell: 843-991-7092

michaelbryant417@gmail.com

Estimate No:

105

Date:

Nov 5, 2015

For:

Beth Weddle
155 Foxborough
Goose Creek S.C.

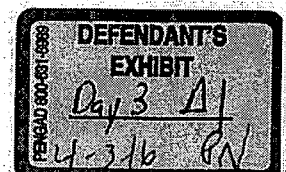
Description	Quantity	Rate	Amount
Replace drywall along Crack in LR/DR ceiling aprox 8 foot long	1.00	\$305.00	\$305.00
Put drywall in hole where AC return is, that is getting removed.	1.00	\$120.00	\$120.00
Replace cut wood in attic where AC unit was in stalled and run under duct work.	1.00	\$475.00	\$475.00
Cut out at each vent hole where mold was found, cut out 2x2 areas, replace and finish.	11.00	\$85.00	\$935.00
Replace 2x2 area of drywall in master bedroom ceiling	1.00	\$85.00	\$85.00
Scrape and slick ceilings in LR/DR combo area.	450.00	\$2.50	\$1,125.00
Scrape and remove texture in master bedroom, and paint ceiling	240.00	\$2.50	\$600.00

* Indicates non-taxable item

Subtotal \$3,645.00

TAX (0.00%) \$0.00

Total \$3,645.00



LOAD CALCULATION SHEET

CUSTOMERS NAME medable

DATE _____

SQ FEET

FACTOR

TOTAL BTU

WALLS

Gross Exposed 1280

WINDOWS

North

106

X

25

=

2650

South

48

X

40

=

1920

E/W

12

X

15

=

840

DOORS

Total Sq Ft 24

X

10

=

240

WALLS

Net Sq Ft 1090

X

4

=

4360

X

4

=

CEILINGS

Total Sq Ft 1352

X

2.0

=

2704

X

2.0

=

FLOORS

Total Sq Ft 1352

X

1

=

1352

X

1

=

PEOPLE

Number of 4

X

300

=

1200

APPLIANCES

Number of 6

X

1200

=

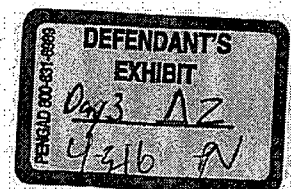
7200

SUB TOTAL
LATENT GAIN X

1.4

GRAND TOTAL

31,452



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 nonresponsibility 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 therefor."

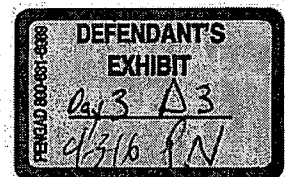
Therefore with this notice of nonresponsibility being sent to you as of March 8th, 2012, I am preventing you from attaching any lien in my name, Mechanic's or otherwise, to the property located at 155 Foxborough Rd, Goose Creek, S.C.

I, Linda McGee Weddle, am the sole owner of the above property, and accept nonresponsibility and will not be responsible therefore.

Sincerely yours,

Linda McGee Weddle
5883 Ryan's Bluff Rd.
No. Charleston, S.C. 29418

2 copies



March 17th, 20122

Mr. Clint Sires
Carolina Comfort Specialists
1967 Vestry Drive
Charleston, S.C. 29414

Mr. Sires,

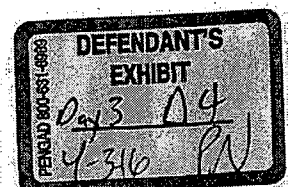
On 3-16-12 you told me that my name was on a quote to replace the A/C at 155 Foxborough Rd., Goose Creek and that you told my husband to sign my name. I told you that was fraud and illegal and that I had no part whatsoever in the dealings of you and my husband. I didn't sign any contract, make any agreement 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-mailed 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



1 STATE OF SOUTH CAROLINA

COURT OF COMMON PLEAS

2 COUNTY OF BERKELEY

3
4 CAROLINA COMFORT SPECIALISTS, LLC,

5 Plaintiff,

6 vs.

CASE NO. 2012-08-01869

7 LINDA MCGEE WEDDLE and
8 DERRIK L. WEDDLE,

9 Defendants.

10 HEARING BEFORE
11 THE HONORABLE DALE EDWARD VAN SLAMBROOK
12 MASTER-IN-EQUITY

13 DATE: September 15, 2016

14 TIME: 12:06 p.m.

15 LOCATION: Berkeley County Courthouse
16 300-B California Avenue
Moncks Corner, SC

17 REPORTED BY: Janice N. Shepherd,
18 Registered Professional
Reporter

19
20
21 A. WILLIAM ROBERTS, JR., & ASSOCIATES

22 Fast, Accurate & Friendly

23 Charleston, SC Hilton Head, SC Myrtle Beach, SC
24 (843) 722-8414 (843) 785-3236 (843) 839-3376

25 Columbia, SC Greenville, SC Charlotte, NC
(803) 731-5224 (864) 234-7030 (704) 573-3919



A. WILLIAM ROBERTS, JR., & ASSOCIATES (800) 743-DEPO
scheduledepo.com

1 APPEARANCES OF COUNSEL:

2 ATTORNEYS FOR THE PLAINTIFF
3 CAROLINA COMFORT SPECIALISTS, LLC:

4 CISA & DODDS, LLP
5 BY: FRANK M. CISA
6 858 Lowcountry Boulevard, Suite 101
Mt. Pleasant, SC 29464
(843) 881-6530
frank@cisadodds.com

7 ATTORNEYS FOR THE DEFENDANTS
8 LINDA MCGEE WEDDLE and DERRIK L.
WEDDLE:

9 VANNOY MURPHY
10 BY: MICHAEL H. MURPHY, III
11 105 Carolina Avenue
12 Moncks Corner, SC 29461
13 (843) 761-0610
14 michael@vannoymurphy.com
15
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21
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25 (INDEX AT REAR OF TRANSCRIPT)

1 THE COURT: All right.

2 Mr. Murphy, I think this is your motion; is that
3 right?

4 MR. MURPHY: Yes, it is, Your Honor.

5 THE COURT: All right. Let me ask you
6 a question or two. First, we've got some
7 affidavits in support of your motion. Any
8 affidavits in support -- or, I guess, in opposition
9 is what I should be saying?

10 MR. CISA: No, Judge. I'm just relying
11 upon the record.

12 THE COURT: Okay. I've got copies of
13 those, and all of those have been shared with you,
14 Mr. Cisa; is that right?

15 MR. CISA: Yes, Your Honor.

16 THE COURT: Okay. I wanted to make
17 sure there wasn't any procedural stuff. Okay.
18 I'll hear from you, Mr. Murphy.

19 MR. MURPHY: Thank you, Your Honor. As
20 you know, Your Honor, this motion is based on Rule
21 59, Your Honor, that allows you to grant a new
22 trial based on what's before you, grant additional
23 testimony and so forth.

24 Your Honor, we're here requesting,
25 based on what we present today, a granting of a new

1 trial, Your Honor; or this is -- if I'm not
2 mistaken, this is set for 30 minutes. And the
3 additional testimony, Your Honor, relies on you, if
4 you decide that, hey, based on what's before me,
5 before I properly rule on this Rule 59 motion, I
6 need to hear -- need to hear additional testimony.

7 Your Honor, just briefly, we were
8 here -- I think it might have been three separate
9 dates for the trial of this case, Your Honor. The
10 plaintiff's case in chief relied on two witnesses:
11 Mr. Sires, who owns Carolina Comfort, Your Honor,
12 he testified, as well as Mr. Gene Pardee, Your
13 Honor. That was the plaintiff's case in chief.

14 Of course defendant had multiple
15 witnesses. After we closed our case in chief, then
16 there was reply testimony, which of course is
17 entirely proper, Your Honor. The reply witnesses
18 by the plaintiff was Mr. Sires again, as well as
19 Preston Knight. And there was emphasis put on
20 Mr. Preston Knight, because Mr. Preston Knight at
21 one time was the plaintiff's -- a potential witness
22 of the defendant, Your Honor.

23 Your Honor, we filed two separate
24 submissions, Your Honor. We originally filed the
25 Rule 59, Your Honor, and we alleged certain things

1 with the findings of fact, Your Honor. And, Your
2 Honor, we're here -- there is a judgment out there,
3 and we just respectfully disagree with that
4 judgment, Your Honor. We read the testimony
5 differently, Your Honor.

6 And besides that, Your Honor, we also
7 have submitted additional information for your
8 review that some of the information -- because,
9 Your Honor, I cannot speak for you. And I can
10 never speak for a judge, Your Honor. But my
11 purpose here is to respectfully submit my argument
12 to you and how I looked at the case and also
13 respectfully submit to you that some of the
14 information that you might have relied on on the
15 stand might have been false testimony based on
16 additional documentation that I submitted. And
17 I'll briefly get into that.

18 The additional documentation, Your
19 Honor, when Mr. Sires came out to my clients'
20 residence, he was being recorded. Your Honor,
21 after the trial, I had that transcribed.
22 Mr. Preston Knight came on three different
23 occasions to the Weddle's residence. He was being
24 recorded. In fact, if memory serves me,
25 Mr. Preston Knight knew that he was being recorded.

1 If you look at his trial testimony and then the
2 recordings, Your Honor, Your Honor, I'm -- I think
3 it would be improper for me to say perjury, Your
4 Honor. But I would submit to you that, under oath,
5 he gave false testimony.

6 Your Honor, my original finding, I go
7 through the findings of fact, Your Honor. Finding
8 of fact number 4 bound Mrs. Weddle to the contract.
9 I understand that the parties were married, Your
10 Honor. But I think without contradiction,
11 Mr. Sires, as Mr. -- and Mr. Weddle -- there was no
12 information that Ms. Weddle knew that this was
13 going on. I think it's uncontradicted, Your Honor,
14 that this was a rental property owned by
15 Mrs. Weddle. There was a submission in front of
16 you that had the name of Beth Weddle on a supposed
17 contract. But, again, I think it's uncontradicted
18 that that was not authorized by Ms. Weddle, Your
19 Honor.

20 Your Honor, finding of fact number 5,
21 based on Ms. Weddle never received notification
22 pursuant to Code Section 29-5-40 about the
23 furnishing of labor. If we believe that Mr. Weddle
24 contracted with Mr. Sires, he did not have the
25 authority. This property was not owned by

7
1 Mrs. Weddle. If Mrs. Weddle is the owner of the
2 property -- and I would submit to you again, this
3 is uncontradicted, and that's probably the last
4 time I will say that, Your Honor -- is that she has
5 to be notified of furnishing of labor so she knows
6 when we provide this that you're going to be
7 responsible for it, Your Honor.

8 Your Honor, finding of fact number 8,
9 there was a lot of testimony, hey, is it very
10 important, very important to service this. And I
11 believe that was through Mr. Sires, Mr. Pardee, as
12 well as some reply witnesses. I would submit to
13 you that it was uncontradicted that it was
14 repaired. Ms. Weddle testified on the stand that,
15 yes, I did have the HVAC that's currently in my
16 home, I did have that repaired.

17 The only testimony that I heard from
18 the plaintiff -- and, again, this is from my
19 memory, is it important? Yes, it is important.
20 But there was no testimony by the plaintiff that
21 they could say that Ms. Weddle never had it
22 serviced. In fact, in her affidavit that's
23 submitted to the Court, Your Honor, in support of
24 this, we do have servicing invoices.

25 And, Your Honor, findings of fact

1 number 11, Your Honor, there was a finding of fact
2 number 11, Your Honor, was that -- well, according
3 to the testimony, the ductwork looked clean,
4 installation of the mastic was good, Your Honor. I
5 cut some of his testimony, Your Honor, and I
6 provided some additional testimony by him. And I
7 would ask that -- or I submit to you, Your Honor,
8 that finding of fact number 11 does not conform to
9 the evidence through the trial testimony, Your
10 Honor.

11 Your Honor, beg the Court's indulgence,
12 Your Honor. And, Your Honor, again, finding of
13 fact number 12, I just ask the Court to look at the
14 previous testimony that I submitted for the Court,
15 Your Honor.

16 Finding of fact number 13, Your Honor,
17 plaintiff offered to repair the minor inadequacies
18 by sealing the boots, but the defendants refused to
19 allow the work, Your Honor. There was a punch-out
20 list, and I respectfully submit to this court that
21 that is more than mere inadequacies.

22 Further, Your Honor, we submitted with
23 my clients' affidavits, as well as the voice
24 transcription of Clint Sires, is that he offered to
25 do more, more than that, Your Honor, in fact to

1 replace it with -- replace the duct -- I'm sorry,
2 the boots with magic boots, Your Honor.

3 And, Your Honor, again, finding of fact
4 number 15, Your Honor, finding of fact number 15,
5 it says: According to the testimony of Gene
6 Pardee, an expert by the plaintiff, Your Honor.

7 And of course, Your Honor,
8 plaintiff's -- you know, this is not like lay
9 testimony. Of course, Your Honor, this is -- they
10 can look at the facts and give opinions based on
11 their experience. And I would submit to you, if
12 you got an expert -- of course you can weigh the
13 weight of experts. But I would submit to you, and
14 I don't think I'd have any objections from either
15 of you all, that the testimony of an expert should
16 hold great weight. But, Your Honor, Gene Pardee
17 was never qualified as an expert. So I would
18 submit that any testimony by Gene Pardee should be
19 considered as a lay witness or stricken.

20 In fact, Gene Pardee, on the stand,
21 Your Honor, said he was a used car salesman. But
22 the finding of fact number 15 says that he was an
23 expert. I would submit to you, Your Honor, from my
24 understanding, he was not qualified as an expert,
25 expert on the stand.

1 Finding of fact number 17, Your Honor,
2 the -- well, Your Honor, there was -- number 17 --
3 I think that's number 17, if I'm not mistaken, Your
4 Honor. Well, Your Honor, my clients were ordered
5 to pay \$9000, Your Honor. But that included an
6 \$800 warranty that was never paid or never
7 furnished to them, Your Honor.

8 Now, Your Honor, if I can, what I just
9 did, Your Honor, is I addressed the Rule 59, my
10 first submissions. And what I would like to do
11 Your Honor, if the Court would allow me, is I
12 specifically want to go over some trial testimony
13 that has been provided to this Court and then the
14 recorded conversations of Mr. Sires as well as
15 Mr. Preston Knight. I have submitted copies to the
16 Court, but I have the originals that are still
17 sealed, Your Honor.

18 And I would submit to you, Your Honor,
19 there is some -- there is some discrepancies here.
20 And I would submit to you, those discrepancies lead
21 to a -- I would submit to you, those discrepancies
22 could lead to a finding -- well, directly related
23 to their credibility.

24 For example, Mr. Sires testified -- and
25 this is page 5, line 17 through 24, that he did

1 work at the Cigar Factory, Halls Chophouse, and the
2 Oak Steakhouse within the last six months, Your
3 Honor. My client did a FOIA request for any
4 permits --

5 MR. CISA: Your Honor, I don't want to
6 interrupt, but I want to make an objection. We've
7 already tried the case for three days, and I object
8 to them bringing in additional evidence.

9 You know, I've tried a bunch of cases.
10 I've lost some cases. And I've always thought,
11 well, maybe I should have asked this question or
12 maybe I should have brought this witness in or
13 maybe I should have done this, that, and the other.
14 But unless he's making his motion on the basis of
15 after-acquired evidence that wasn't available to
16 him at the time of this trial, then I think it's
17 improper.

18 He's got to have a basis. He needs to
19 have a basis for requesting a new trial. And it's
20 pretty -- you know, if you got a jury trial, it's
21 generally, Judge, you charged something you
22 shouldn't have charged and that tainted the jury
23 and that's why we didn't prevail in this case, or
24 the jury's verdict is not supported by the
25 evidence, or something like of that nature. And

1 when you have a judge trial like we had, you have
2 to have some basis for asking for a new trial. And
3 typically it's because you found evidence that you
4 couldn't have possibly found prior to the trial.

5 So I would object to him bringing in
6 additional and new evidence at this stage.

7 THE COURT: Mr. Murphy, let's address
8 the tapes. There were recordings that were made of
9 conversations between folks that were parties, some
10 of which provided testimony --

11 MR. MURPHY: Yes, Your Honor.

12 THE COURT: -- in trial?

13 MR. MURPHY: Yes, Your Honor.

14 THE COURT: And they were all available
15 prior to trial?

16 MR. MURPHY: Yes, sir.

17 THE COURT: And they were all
18 presumably disclosed or the parties were made aware
19 of the existence?

20 MR. MURPHY: Yes, Your Honor. I can't
21 speak for Mr. Cisa, but I believe he might have
22 received all copies, if I'm not mistaken. But,
23 yes, Your Honor, these recordings were in
24 existence.

25 THE COURT: No question that they were

1 in existence prior to the trial?

2 MR. MURPHY: Yes, sir.

3 THE COURT: No question that they were
4 available prior to trial to both sides was your
5 understanding?

6 MR. MURPHY: Yes, sir.

7 THE COURT: That they were not
8 transcribed before trial?

9 MR. MURPHY: Not through a court
10 reporter, Your Honor.

11 THE COURT: And they were not used at
12 trial?

13 MR. MURPHY: They were through my
14 questioning, Your Honor.

15 THE COURT: Through the questioning?

16 MR. MURPHY: Yes, Your Honor.

17 THE COURT: But they weren't presented
18 as evidence at that time?

19 MR. MURPHY: No, Your Honor.

20 THE COURT: Okay. I'm not going to
21 allow those transcripts to come in now. You used
22 them as you thought best and was available for the
23 purposes of questions, cross-examination,
24 impeachment such as it was with those documents.
25 But, no, I'm not going to get in today to

1 comparison of those, which could have been at
2 trial. I don't think that's available to you in
3 this motion.

4 MR. MURPHY: Yes, Your Honor. Now,
5 even -- and of course you're the judge. If -- and
6 I would respectfully -- well, I would respectfully
7 submit to you, Your Honor, that I have an order
8 here that's based on findings of fact. I did not
9 call Mr. Knight to testify. He testified as a
10 reply witness, Your Honor. And based on that, as
11 well as Mr. Sires, there were findings of fact that
12 were issued through this Court that led to a
13 judgment or conclusions of law. And I think it is
14 very important, if those findings of fact could
15 have been on false testimony, I think that is
16 entirely --

17 THE COURT: What was preventing you-all
18 from bringing that up or showing me that or at
19 least making that argument contemporaneous with the
20 testimony?

21 MR. MURPHY: Well, Your Honor, what
22 probably, if I could -- what probably prevented me,
23 I did not have -- I had the recordings, but I did
24 not have certified -- and I'm very, very aware -- I
25 didn't want to make that without having -- okay. I

1 have a certified court reporter with -- sealed that
2 has transcribed this that now can be submitted
3 to --

4 THE COURT: All after the fact. I
5 mean, if it was -- if they had come to light, if
6 you-all weren't aware of them, if they had
7 surfaced, if they showed up on the doorstep and
8 provided contradictory information that based on
9 testimony provided and allowed for my judgment and
10 my findings, it might be a different story. But,
11 no. If it was all out there before, no. It should
12 have been done before. If it was going to be
13 transcribed in whatever fashion and used, it was
14 available before the trial.

15 I'm not going to issue a new trial
16 based on evidence that was available but not used
17 to the extent to which you now want to use it to
18 allow for a new trial. So I'm not going to base
19 any -- you've submitted some of that information.
20 Certainly it's submitted. But I'm not going to
21 render any decision on this motion based on any
22 information there and don't need to hear any more
23 arguments relative to information in there as to
24 those recordings that's not contained in the actual
25 transcript.

1 MR. MURPHY: Okay. Your Honor, with
2 that, I would ask -- well, of course I filed a Rule
3 59, Your Honor. But based on that, and I ask you
4 not to rule on this, but then the next step, I
5 would imagine, would be Rule 60, under Rule 60(b),
6 Your Honor. And I would consult with my
7 attorneys that -- or, I'm sorry, my clients with
8 that, Your Honor.

9 So, Your Honor, so the recorded
10 conversations, they're not going to -- with Rule
11 59, Your Honor, if I'm not mistaken, not going to
12 consider that at this time?

13 THE COURT: Correct.

14 MR. MURPHY: Okay. All right. Your
15 Honor, now -- and is that for all relief that is --
16 that's available with Rule 59, Your Honor? Of
17 course it could be -- you know, it could be a new
18 trial, but it could also be --

19 THE COURT: How would it be different
20 under Rule 60? How would the application of that
21 be different under 60?

22 MR. MURPHY: Your Honor, findings of
23 fact come right there, come right there. Okay?
24 And when people come right there -- and I take this
25 very -- as -- and, Your Honor, I know you do, you

1 do. And I loved working -- in fact, this is the
2 first time Frank and I -- actually, this is our
3 second case. I love working with Frank. And I
4 submit to you, Your Honor, when you're on that
5 stand, Your Honor, you're telling the truth.
6 You're telling the truth. And, Your Honor, I
7 understand your position. And this was -- Your
8 Honor, I had these recordings. Okay? But I have
9 information. I have information that I know now is
10 certified. This is what was said, that that might
11 have been -- might have been false testimony, might
12 have been false testimony.

13 And, Your Honor, under Rule 60, did
14 Mr. Preston Knight -- when he got up on that stand,
15 was that fraud in front of the Court? Was that
16 misrepresentation? And, Your Honor, if I believe
17 if we have night and day, which is clear -- I
18 submit to you is clear in trial transcript and
19 these recordings, Your Honor, I submit to you that
20 there is credible evidence of fraud or
21 misrepresentation.

22 THE COURT: So the relief that the use
23 of the transcripts or the recordings, your
24 assertion is that that's available under 60 under a
25 different perspective because of the potential for

1 fraud or misrepresentation, whatever that may be.

2 Is that right?

3 MR. MURPHY: Yes, Your Honor. Yes,
4 Your Honor.

5 THE COURT: Okay. All right. So --

6 MR. MURPHY: And of course the Rule 60
7 is not in front of you, Your Honor.

8 THE COURT: And I was looking at the
9 motion. I wasn't sure if you incorporated both.
10 So all right. All right. Anything further?

11 MR. MURPHY: Your Honor, I think you
12 ruled -- beg the Court's indulgence.

13 (Off-the-record conference.)

14 MR. MURPHY: Beg the Court's
15 indulgence, Your Honor.

16 THE COURT: Certainly.

17 (Off-the-record conference.)

18 MR. MURPHY: Your Honor, if I could
19 just look at my notes again, Your Honor, because I
20 don't want to continue arguing what we've already
21 discussed, Your Honor.

22 THE COURT: I appreciate that.

23 MR. MURPHY: Your Honor, there was
24 testimony -- and I think it's Exhibit I, part of my
25 client's testimony, that was the original contract,

1 Your Honor. And I believe, Your Honor, that -- I
2 believe there was testimony, Your Honor -- and,
3 quite frankly, Your Honor, I would have to take a
4 brief recess, but -- if you could grant me, so my
5 client could find where it was in the transcript,
6 Your Honor.

7 But, Your Honor, as she's looking for
8 that, Your Honor, my basis for Rule 59, Your Honor,
9 would be based on respectfully the findings of fact
10 that I lifted or cited to Your Honor. I
11 respectfully believe that they do not conform to
12 the evidence, Your Honor. Gene Pardee was never
13 qualified as an expert. So if he's not an expert,
14 then the plaintiff's case in chief rests solely on
15 Mr. Sires. And of course the defense case, they
16 have cross-examination, and then the reply is
17 Mr. Sires again, as well as Mr. Preston Knight,
18 Your Honor.

19 So, Your Honor, I would ask that you
20 grant either a new trial, Your Honor, or allow us
21 to move forward with additional testimony at a
22 later time.

23 THE COURT: All right, thank you,
24 Mr. Murphy. Mr. Cisa?

25 MR. CISA: Thank you, Your Honor. Your

1 Honor, I would submit to the Court that they have
2 not set forth any basis for the Court to award or
3 grant a new trial in this case.

4 You know, we tried the case for three
5 days. According to Mr. Murphy's affidavit, they've
6 incurred over \$15,000 in attorneys' fees.
7 According to my affidavit, I'm about \$12,000, and
8 this is a \$9000 case. I'm not belittling the size
9 of the case, but it's really, I think, gotten kind
10 of out of hand.

11 Judge, he filed a motion under Rule 59
12 asking for a new trial. As I said, I don't think
13 he set forth a basis for the Court to grant that
14 relief. The other thing you can ask for under Rule
15 59 and 59(e), which we normally talk about a motion
16 for reconsideration, and that's to ask the Court to
17 rule on that as if it was raised during trial but
18 not ruled on by the trial court. It seems to me
19 they're not asking for any of that either.

20 I'm going to briefly kind of go down
21 his motion. And I make this statement generally.
22 I submit to the Court that the order and your
23 findings of fact were amply supported by the record
24 and by a preponderance of the evidence.

25 He first says that Ms. Weddle had no

1 knowledge of her husband's interaction with Clint
2 Sires. Clint Sires testified he met with both of
3 them and they were both involved. If you look at
4 the trial transcript, Mr. Weddle said under oath:

5 Okay, all right. Now, at one
6 time did you all get a quote
7 from Clint Sires?

8 We got a proposal from Clint
9 Sires.

10 Okay. Do you recall when that
11 was?

12 That was in February.

13 Okay. Now, prior to -- prior
14 to that, did Mr. Sires come
15 out, come out to the house
16 prior to February and meet you
17 and your wife?

18 He met -- he did meet with my
19 wife and myself just to talk
20 over the situation.

21 Mr. Weddle supports Clint Sires'
22 position. Ms. Weddle further in the testimony said
23 she also met with Clint Sires. So the first item
24 in his motion is just contrary to the evidence
25 supported by the record.

1 Then number two -- and we talked about
2 this at trial -- that Ms. Weddle was never served
3 with the Notice and Certificate of Mechanics Lien.
4 It's attached as an exhibit to the Pleadings. It
5 was admitted. And under Rule 4(d)(1), you can
6 serve -- 4(d)(1) provides you can deliver by
7 leaving a copy thereof at the dwelling house or
8 usual place of abode with some person of suitable
9 age and discretion.

10 Ms. Weddle was served by Mr. Weddle --
11 by service upon Mr. Weddle, which is provided for
12 under Rule 4(d)(1) under South Carolina Rules of
13 Civil Procedure.

14 Let's see. He next says -- talked
15 about Mr. Bailey. Mr. Bailey testified -- that was
16 their expert, who I tried to use during
17 cross-examination. Mr. Bailey did testify, and
18 it's in the transcript, that the ductwork was
19 properly installed. He testified that the leak
20 around the boot could be fixed in ten minutes.
21 Mr. Sires also testified that he offered to put
22 some additional sealant around the boots, and they
23 wouldn't allow him to do it. And that's all in the
24 record.

25 Let's see what else he says. He talked

1 about he got testimony from Mr. Schultz that a
2 2.5-ton system was inadequate and a 3-ton system
3 should have been installed. Mr. Sires testified
4 that a 2.5-ton system was in there, that's what he
5 installed, it was adequate. Preston Knight, who
6 was available for cross-examination, testified that
7 he ran a Manual J, and a 2.5-ton system should have
8 been installed. Mr. Sires also testified that it's
9 probably worse to oversize a unit than to undersize
10 a unit.

11 They talked about this \$800. I know
12 there was testimony about the \$800 warranty. I
13 think Mr. Sires said, they didn't pay me, so I
14 wasn't going to give them the \$800 warranty. It's
15 not raised in the Pleadings. They just said we did
16 bad work. They don't say that we failed to supply
17 something. I think the law is, when somebody else
18 breaches the contract, you're relieved from
19 fulfilling a portion of your contract.

20 In addition to that, we know that they
21 got manufacturer warranties on the system, and we
22 don't know how they've been damaged because they
23 didn't get a warranty. We don't know what the
24 warranty is, what it covers, or anything else. So
25 I'd submit there is not sufficient evidence in the

1 record, other than the fact that the Weddles
2 breached the contract by failing to pay Carolina
3 Comfort at the conclusion of the job.

4 I don't really see anything else that's
5 raised by his motion, but I submit to the Court
6 that your findings of fact are supported by the
7 record by a preponderance of the evidence.

8 And, you know, he got off on Rule 60.
9 I'm not going to get into it too much. But I don't
10 think it's fraud or misrepresentation. If he had a
11 prior inconsistent statement of a witness that took
12 the stand, so he certainly had the ability to
13 cross-examine that witness with a prior
14 inconsistent statement. I don't think that just
15 because you have a prior inconsistent statement,
16 that that's fraud or misrepresentation. It may
17 affect the witness' credibility, but I don't think
18 it comes under the purview of Rule 60.

19 I'll be glad to answer any questions,
20 but I think I've covered --

21 THE COURT: Mr. Murphy wanted to follow
22 up, I believe.

23 MS. WEDDLE: I have something to say.

24 (Off-the-record conference.)

25 MR. MURPHY: Your Honor, of course,

1 respectfully, I disagree, Your Honor. As you look
2 at this case, Your Honor -- Your Honor, there is no
3 warranty that has been provided, Your Honor. So
4 that's \$800 off, Your Honor.

5 Your Honor, Mr. Sires said he did not
6 comply. Supposedly we have a written contract out
7 there that my client did not enter into. When I
8 say my client, I'm talking about Ms. Beth Weddle,
9 Your Honor.

10 There is testimony before you, Your
11 Honor, that he did not fulfill it per the contract,
12 Your Honor. And then I will just -- will not go
13 any further with that, because some of the
14 information that you are not going to consider
15 today, Your Honor, the recorded conversations.

16 Your Honor, also with Exhibit Number I,
17 Your Honor -- and my client found it, Your Honor --
18 and this is dated when Mr. Sires was on the stand,
19 September 23rd, 2015. This was -- let's see,
20 starts with, I guess, line 25 on page 33, and it
21 goes to line 7, Your Honor, talking about a blank,
22 blank contract, Your Honor. That's attached as my
23 client's affidavit, if I'm not mistaken, Number I.

24 Your Honor, I would respectfully submit
25 what is before you, Your Honor, is sufficient for

1 you to grant a new trial, Your Honor. And I would
2 respectfully disagree -- and I understand
3 inconsistent statements, Your Honor. I understand
4 those clearly. But I believe -- and, again, you're
5 not ruling on Rule 60 -- what I have goes well
6 beyond inconsistent statements, Your Honor.

7 Thank you, Your Honor.

8 THE COURT: As to the 59 motion that's
9 in front of me -- I understand that you aren't
10 moving forward with 60. I ruled relative to what
11 I'm going to consider, and I have looked over the
12 submissions and so forth. And I don't see any
13 reason whatsoever to grant any relief under 59.

14 There is discussion relative to whether
15 the contract was entered into with the authority of
16 Ms. Weddle or not. Ms. Weddle's testimony and
17 Mr. Weddle's testimony, the testimony was ample to
18 indicate that he was, when he was acting separately
19 or without her present, acting on her behalf.

20 In addition, it was admitted as a part
21 of the Answer. The Answer admitted that there was
22 a contract that was entered into, and it was
23 admitted that she received the notice, which --
24 regarding the lien. There is evidence relative to
25 whether notice was provided that she was served

1 properly under the rules. As to -- regarding the
2 other information as to whether it was a good job
3 or wasn't a good job, I had all of that stuff to
4 consider, and based upon the credibility of the
5 witnesses, came to the conclusions that were laid
6 out in the order.

7 There was an objection or you've raised
8 an objection as to Mr. Pardee. He testified as to
9 his opinion that it was fine. I determined that,
10 based upon the information that was provided then,
11 that he was an expert based upon his experience.
12 There was an objection raised after his opinion was
13 already in the record -- it was not
14 contemporaneous -- that could have been ruled upon,
15 but the likelihood was the same outcome would have
16 been made, that he would have been determined to be
17 an expert at that point in time.

18 As to the \$800, that's inconsequential.
19 The contract was for 9000. That's what should have
20 been paid. If there was a warranty that was
21 supposed to be provided, I'm not sure that that was
22 adequately pled or explained, other than the
23 understanding as to the amount that that warranty
24 would be, nor was there any substantial testimony
25 as to the existence or the scope of the warranty.

1 So I'm going to deny the 59 motion,
2 Rule 59 motion, based upon that, as well as other
3 considerations, having reviewed the file.

4 I'm going to ask Mr. Cisa to prepare me
5 an order to that effect, and then we'll go forward
6 from there. Then anything that you have as to any
7 other motions or any other considerations,
8 certainly I'll entertain those, and the scope of
9 those we'll address at that time.

10 MR. MURPHY: Yes, sir.

11 MS. WEDDLE: Your Honor --

12 THE COURT: No, ma'am. No, ma'am.

13 Thank you all.

14 MR. CISA: Thank you, Your Honor.

15 MR. MURPHY: Thank you, Your Honor.

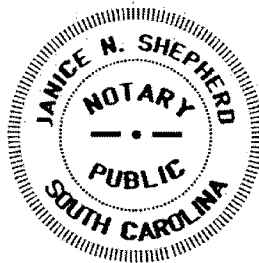
16 (The proceedings concluded at 12:44
17 p.m.)
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CERTIFICATE OF REPORTER

I, Janice N. Shepherd, 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 22nd day of
September, 2016, at Charleston, Charleston County,
South Carolina.



Janice N. Shepherd

Janice N. Shepherd, RPR, CSR
My Commission expires
October 10, 2024

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)
CARLOINA COMFORT)
SPECIALISTS, LLC,)
Plaintiff,)
-versus-)
LINDA MCGEE WEDDLE and)
DERRIK L. WEDDLE,)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-08-1869

AFFIDAVIT OF LINDA MCGEE
WEDDLE

HARRY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, S.C.

16 JUN 20 PM 5:01

FILED

PERSONALLY APPEARED before me, LINDA MCGEE WEDDLE, who, being duly sworn, deposes and says: I never told Mr. Sires the one time I meet him (12-06-11), that I was installing new windows in my home. I never meet with Mr. Sires April 13, 2012 as he stated in his testimony. Due to the fact that Mr. Sires is over bearing, disorganized and he didn't seem conscientious and technical we were not compatible. When I meet him he was just starting his business that he ran from his house and he used sub-contractors at the time I meet him. I disqualified him. I had already committed to Mills Brothers (See Exhibit A) and meet with the employed installers to have the heating and air conditioning system installed when I had my own heating and air replaced that was not working at the time. My husband is mentally disabled. He suffers from Bi-Polar disorder and I am his guardian and he is not to sign any legal agreements. My husband is also a disabled veteran. I will not give my husband permission or consent to enter into a contract on my behalf. My husband's history of medical/mental health conditions and his medications prevent the attention, thoughtful, full concentration and considerations such as situation would be needed in entering into a legal agreement. I

have been instructed by his physician/psychiatrist that due to his non-compliance with his medication due to his mental health issues that he not to be allowed to enter in to agreements. I am unable to control my husband. I would like to enter into evidence more of my husband's medical and mental health records for the period that the negotiations were taking place when my husband signed his name and my name to the quote. (Husbands small partial medical records are secure and sealed in the hands of the Masters court)

I do not owe Pardee Heating and Air Conditioning any money for the heating and air conditioning unit that I contracted with them to install in the downstairs of my home. I am enclosing paperwork to prove that I owe them no debt (See Exhibit B). I was taken aback with surprise by Mr. Cisa's unfair prejudice attack on me. I suffer from Post-Traumatic Stress Disorder, anxiety, insomnia, depression and dyslexia. I have been in treatment since July 2010. Injuries that I sustained required surgeries that I put off until 2014 when I could no longer could endure the pain. Prior to my surgeries I could not drive after, so I spent a lot of time at my son's home on James Island. He is in the medical profession and I received help from him in getting to my physicians, therapy, and treatments. The environment was more conducive to my healing at my son's house. It has been difficult for me to deal with the lies, mistakes, surprises, and unjust prejudice during the three trial dates. I was stressed because the trial was spread over 146 days with the witness' memory faded. The day of my testimony I was exhausted because I didn't sleep at all the night before. I did not know that I had to find a way to display the pictures for evidence, therefore I spent the whole weekend selecting and grouping and putting in order the photo evidence. When Mr. Cisa started questioning me it was

difficult to recall and organize my thoughts and I had a hard conveying my answers because I could not recall the words to use. When I feel attacked I freeze and numb out. I have been trying to overcome this symptom of PTSD by seeking treatment from the Crime Victims Unit with the psychiatrist and psychologists at MUSC. Trust is a major issue for me and I deal with feelings of fear. I did not see the answer and complaint before it was sent out. July 2012 I had a short meeting with one of my former attorneys, Steve Smith, to read the Answer and Counterclaim before it went out but it was prepared the same day by Cory Plis who is an attorney but not license in South Carolina. I was unable to review the Answer and Counterclaim before it was mailed out or clocked in. I did not meet with Corey Plis to discuss my case prior to his preparing the Answer and Counterclaim, but I did sign the contract agreement with him. The first time I meet with Zach Closser was May 2014. Zack Closser's name appears as the attorney who signed the answer and complaint. I thought my case was going to be heard in the court of common and pleas and I was to have a jury trial. I did not know until May, 2014 that I had been transferred to the Master in Equity foreclosure court. I did not consent or have knowledge that my case was being moved. I had a conversation with Cory Plis concerning errors in the answer and counterclaim but was told not to worry. I didn't meet with Steve Smith again until May 2014. Cory Plis never sent me any documentation that he had moved my case to the Master In Equity. I am troubled by the fact that Frank Cisa is charging \$759.00 for a deposition listed in the May 2016 statement that Christine Smith, owner of Sandlapper Court Reporting. Ms. Smith also told me that she did not perform any deposition for Mr. Cisa on this case. I am troubled that Mr. Cisa did not include the four missing invoices in this case in his attorney statement affidavit,

he only submitted the face side of four checks written to him by Carolina Comfort Specialists. This is my only opportunity to unburden myself of the irregularities that causes me to fear the parties that hold power and control in the handling of my case.

Finding of Fact Number 3: Carolina entered into an agreement dated March 7th, 2012 with Derrik Loyal Weddle, defendant, not myself, the owner of the said property. Derrik Loyal Weddle was not acting as an agent of mine. At no time was I privy to or had any knowledge that my husband was entering into an agreement with Carolina. Derrik Loyal Weddle forged my name at the direction of Clint Sires. At no time did I authorize my husband, Derrik Loyal Weddle, to have an air conditioning heating system installed at my rental property.

March 8th, 2012 when I returned home from a trip from out of town, my husband informed me that he was in the process of having an air conditioning system installed at my rental home. I immediately mailed out the notice that same day to cancel out any agreement he might have had entered into with Mr. Sires. Section 25-5-80 the notice of non-responsibility by owner of building. All he showed me was a quote dated Feb.29th, 2012 (See Exhibit C). On that day I did not know any other details; my husband was in no state to communicate rationally. He was off of his medication and he had just been to the VA hospital that day. On Friday the ninth, I telephoned Mr. Sires and received no answer. I also left a message with my tenants that I was giving them 24 hours' notice to come over. I called my tenant on the tenth and Robert told me that two men were installing a heating and air conditioning system and the unit was in the back yard. I gave notice to my tenants that I would be over Monday the 12th. He said that was fine but they all had the flu. I went to the home on March 12th. I contacted the City of Goose Creek

permit department that same day and was informed that a permit was pulled in the owner's name of "Rick Weddle". I left a message for Bob Yarnell to call me. Mr. Yarnell met me at my home on March 14th, 2012. Mr. Yarnell would not furnish me with an inspection report. He would only tell me the name of the young lady who made the inspection. On March 16th, 2012 I spoke with Mr. Sires after calling him 5 or 6 times trying to get a copy of the agreement that he had made with my husband. Mr. Sires would not give me a copy of the agreement nor discuss any details of the transaction. Mr. Sires stated because I had sent him a letter March 8th, 2012 assuming no responsibility and had gone to the City of Goose Creek and complained about his work he did not want to deal with me. He only wanted to deal with my husband. Mr. Sires would hang up on me and I would just call him again he finally told me that he told my husband to sign my name to the quote. Mr. Sires told me he told my husband to sign my name for the ten year labor warranty on the unit. Mr. Sires did not furnish my husband or myself with the signed March 7, 2012 quote until the evening of March 16th, 2012 when he emailed the signed quote to my husband. *Mr. Sires stated he would come rip out the work and Rick could get someone else to do the work.* I wrote Mr. Sires a letter confirming what we had discussed and I verified the contract with him to come and remove his ductwork and equipment. *This was the only contract and consent I have ever given Mr. Sires; along with notice of non-responsibility by owner.* Mr. Sires failed to fulfill the agreement that he made with Derrik L. Weddle. The quote states that there is a 10 year labor, parts, and compressor warranty. Mr. Weddle's only warranty is for the compressor of the outdoor compressor unit and it expires 11-26-16. Due to the fact that Mr. Sires did not give Mr. Weddle any manufacture factory packet with any instruction guide or warranty material

and failed to register the two units of equipment and purchase the \$800.00 labor warranty Mr. Weddle only had a *one year labor* warranty.

Finding Fact Number 4: I had no agreement with Mr. Sires to pay him \$9000.00. Mr. Sires told me on the only day I ever met with him 12-6-2011 that the Trane 10 year labor warranties was expensive and it was better to purchase equipment that was higher end than builder models because they come with 10 year labor, parts and compressor. Unfortunately, my husband allowed a builder model to be installed. Mr. Sires knowingly and willingly listed the ten year \$800.00 warranty in his statement of accounts which is violation of code 29-5-40 and code 29-5-90. The \$800.00 warranty was never purchased so it was never used and can never be used. Furthermore, Mechanics liens may only secure a debt for labor performed or furnished, or for materials furnished and actually used, and may not be used for collection of a claim for damages for breach of contract ex Pines Co. v Kiawah Island Co., Inc (SC1977).

Finding of Fact Number 5: Pursuant to code 29-5-40 and code 29-5-90. The code states that the Mechanics Lien must be served by the Sheriff. South Carolina Bench book for Summary Court Judges-Civil Section How to serve. The Mechanics Lien must be both served on the owner and filed with the Clerk or Register within 90 days of the lien claimant furnishing their portion of the work. It requires personal service upon the owner and the statute is more specific. The service must be made by the civil division of the Sheriff's Office and not by your staff or a private process server. But what if the owner cannot be served? The statute then allows you to serve s "person in possession" I believe that the Sheriff would have to serve my tenant.

Finding of Fact Number 6: I, Linda Beth Weddle, never agreed to pay the sum of \$9,000.00 to the Plaintiff upon completion. The quote was never completed.

Finding of Fact Number 7: The statement of accounts was mailed to the rental property address 155 Foxborough St. This was the improper address. I never requested mail to be forwarded from my rental property. Therefore I never received this statement of accounts.

Finding of Fact Number 8: According to a Manual J and Manual D the two and one half duct system is the wrong tonnage and undersized for the home and the entire duct system supply and return is improperly designed and duct sizing is too small. Testimony given by Jack Schultz of Air Plus heating and air conditioning confirmed that a 3 ton duct system and equipment change out is needed for correct delivery of air deficiencies. Preston Knight of LIMRIC heating and ac Manual J presented to me a proposal for a complete change out of the equipment and duct system that he stated was read for correct tonnage. Receipts for additional insulation has been put into evidence. Insulation was purchased to cover the top and underneath the sweating ductwork. Special insulation wrap was purchased to go around all eleven boots that were sweating and dripping water .2 rolls of Plastic was purchased to go underneath the condensating duct work. An \$84.00 door was purchased to seal the fireplace opening. \$875.00 (See Exhibit D) has been paid to J Donovan to refinish the ceiling in the master bedroom from the condensation of the ductwork above the bedroom (See Exhibit E). \$195.00 was paid to LimRic Heating and AC to clean out the improperly installed p trap and repair it and to clean out the mold growth inside the air handler. John Bailey was paid \$200.00 for a duct blast test. \$35.77 was paid for a new return grill. All the rooms had to be outfitted with

new fans and two storm doors have been installed as well as caulking all air infiltration points around the entire perimeter of the home floor at the baseboards. All windows have been caulked from the interior and exterior and all air infiltration areas in an attempt to keep the home cool in the summer and warm in the winter due to the undersize unit and too small leaking duct systems. I put special reflective shingles and choose a white roof to reject more heat on my home and increased the ventilation to try to keep the house cooler in the summer.

Finding of Fact Number 9: I have three records that I have had my unit serviced three times since the unit was installed. 1 Pardee Service Experts dated July 16, 2013. Tech Notes: Cooling PM. 1 year old trance split heat pump. Check system operation and ductwork. Ductwork should be upsized from 14 to 16 inch duct to lower static pressure. Ducts needed to be reinsulated with R8 duct wrap, supply run need to be installed high in the attic instead of on rafters. Existing duct wrap is too tight and cutting down R value of insulation/efficiency. 2. Pardee service experts dated June 18, 2014 tech notes: performed maintenance on system. Check and monitored system operation and components. Will provide customer with quote on sealing boots and fixing/replacing ductwork. LimRic heating and air dated 9-18-2015 tech notes: Check the static pressures, they are return/.35 and supply .45. This is causing the superheat to be off when the sub cooling is correct per manufacturer's recommendations of 8 degrees. (See Exhibit F) The ductwork insulation is only ½ inch thick and will sweat and have a loss of efficiency. The ductwork needs to be replaced. Blower motor is set correctly per mfg. recommendation speeds taps 1 and 4. I have my tenants sign a separate rental addendum that they will change the filter every

month and I personally would go to the property and check that the filter was clean every 3 to 4 months. I have never observed a dirty filter.

Finding of Fact Number 10: I have lost a total of \$3,675.00 in rent for the year of 2014. In 2015, \$2,500.00 was lost in rent.

Finding of Fact Number 11: The insulation, again is not per manufacturer's spec., which calls for it to be loose and fluffy, not pulled tight or stretched..."Attorney Murphy. With it being pulled too tight, if it's pulled tight could that cause problems?" Mr. Bailey it would cause a reduction in the R- value of the insulation." Attorney Murphy" When you say R-value, what do you mean by R-Value? "John Bailey" The R-Value refers to the resistance of the heat as it travels through the insulation. "Attorney Murphy" If the R-Value is decreased can that have an effect on the systems efficiency? "Mr. Bailey, it would cause the system to gain or lose heat at a greater rate than was designed." This is a code violation pursuant to Chapter 14 Heating and Cooling Equipment, M1406.4, 3.2. (See Exhibit G)

Finding of Fact Number 12: I offered evidence that I had lost two tenants due to the deficiencies to heat and cool the home. My tenants were stressed out, embarrassed and humiliated when their friends and family came to visit because none of the register grills were not attached to the ceiling due to the fact there was nothing to screw the grills into to keep them in place. They were only up for a month during the whole time period since the unit was installed in 2012. They kept falling and hanging down from the ceiling. They were stressed having to look at the mold around the 11 boots. There is stigma air, hot and cold spots, I had to install fans to move the air. There was an unbalance of air flow in the home due to six inch ducts in the two bathrooms and the vanity. They stayed

either too hot or too cold because too much air was being delivered, it starves the other rooms that needed heating and cooling. At times the kitchen, laundry room, and foyer are un-comfortable because there are no boots or registers in these areas. The return duct was not sealed properly, therefore the system is choked for return air because not enough air was being returned to the air handler. The return is noisy and can be heard in the hall, all 3 bedrooms, and the noise disturbed the tenants at night. The condenser unit was placed too close to the home and the noise was disturbing to the tenants when they were in the den or the third bedroom. In the summer, the living room, dining room, and master bedroom when the temperatures were high, the air never felt like conditioned air. In the winter in the den, because the high cathedral ceilings, it was cold so I put a fan in and revised the setting to help throw the heat down into the den because all of the warm air was staying at the top of the ceiling.

Finding of Fact Number 13: Mr. Sires refused to speak to me, he only wanted to deal with my husband. I only spoke with him twice. I only spoke to Mr. Sires March 12 and March 16 which was the date we made a contract that he was to remove his equipment.

Finding of Fact Number 14: Mr. Sires moved the air handler stand approximately 26 inches closer to the eave and he moved it towards the patio area one to two feet from where it originally sat. It originally sat on a solid concrete pad and was elevated three feet. Now it is 6 ½ inches from the eave and the legs of the stand is buried too deep into the ground.

Finding of Fact Number 15: I testified that I spoke with Mike Campbell manager of Gene Pardee who inspected a part of the duct system behind the air handler. Mike

Campbell stated that Pardee would not warranty the work. Dean Bays of Pardee Service Experts heating and Air gave me a proposal on 11-15-2013 because the technician put in his note from their company that the insulation needed to be R8 replaced and larger ducts were needed. Dean Bays told me that the design was all wrong and the only way to solve the condensation issue and heating and cooling issues was to replace the entire duct system which would cost \$7,875.00. (See Exhibit H)

Finding of Fact Number 17: I stated in court it has been a traumatic experience for me. I have worried over liability issues and the inconvenience to my tenant and myself over the mold issue. The condensation damages to the sheetrock in the master bedroom and around all eleven boots in the inside of the home and in the attic, because floor boots were installed in the ceiling. Ceiling boots are used in a ceiling because they are designed with a lip/flange at the bottom where they meet the sheetrock. It is not industry standard to cut roof rafters that are structural members of the roof system. It is not industry standard to use mastic or caulk as a means to structurally secure boots to the sheetrock of a ceiling. Mr. Sires tried to glue the sheetrock to the boot in the attic, mastic stays moist and attracts mold when it gets wet. Mastic is not intended for structural use such as holding scraps of wood to sheetrock. Mastic nor caulk will hold boots in place. Mr. Sires misuse of the mastic product which only serve to "seal" ductwork so that there are no leaks, failed. Therefore, it is negligent not to build a wood frame to secure ceiling boot registers/grills safely and securely. It is not industry standards to use 6 inch duct pipe in all rooms of the home as Mr. Schultz testified to. Furthermore, he said only 4 inch boots belong in the bathrooms and vanity areas. Mr. Schultz testified that the ductwork was improperly sized including the supply and return sides. He testified that he

saw main branch lines and ductwork were sweating due to not having sufficient R value ductwrap insulation. There are many different areas where no mastic was used on the ductwrap. My testimony and pictures show that the ductwrap is compacted and $\frac{3}{4}$ of an inch in some areas and $\frac{1}{2}$ inch in others. Evidence of pictures and testimony address the fact that the sub-contractors who Mr. Sires hired and Mr. Sires himself were not persons in a profession wishing to do what's right, especially to ones work and duty well and thoroughly. My testimony addressed that the workmanship was not efficient, the contract was not adhered to, manufacturer's specifications, code and industry standards were not adhered to. This was testified to by John Bailey and John Schultz. I received no benefit from the services performed by Mr. Sires. He deserves no compensation for the services. Equity and justice demand that he remove his equipment from my rental home per the agreement that he had with me March 16th, 2012, so that I can have the 3 ton equipment and ductwork installed in my home. My tenants have not received the benefit of living in a home comfortably with proper heating and cooling at all times and one in which boot registers can be secured to the ceiling. The tenants have been stressed over the insufficiencies of the HVAC system. Mr. Sires did not furnish a Manual J nor was a Manual D per permit and the permit named in Rick Weddle (See Exhibit I).

Plaintiff failed to satisfy the quote prior to commencing litigation.

Andalana Tena-Smith
Notary Public, State of South Carolina
Commission Expires: November 25, 2023
SWORN to before me this 20 day
October, 2016
Andalana Tena-Smith (L.S.)
Notary Public of South Carolina
11-25-23

Linda McGee Weddle
LINDA MCGEE WEDDLE

Exhibit A

Mills Brothers Heating & Air

618 Redbank Road
Goose Creek, SC 29445

Estimate

Date	Estimate #
12/7/2011	180

Name / Address
Derrick & Beth Weddle 155 Foxborough Drive Goose Creek, SC 29445

Mech Laine #
111052

AC4 work on up to \$125,000

STATUS Active

Exp 10/31/2013

18 Essex 11/25/2009

classified AC 4

Description	Qty	Rate	Total
Installation of a 2.5 ton, 13 seer, American Standard Heritage Heat Pump with matching R410A Air Handler, to be operated with a pro 5000 Honeywell Thermostat. To include all metal duct work; all seems will be mastic tape on the metal. All installation will be stapled, taped, and mastic. New refrigerant line set and condensate drain line, both to be enclosed in slimduct. Add new 20x25 return grill in the hallway and new metal disconnect at the condenser. Warranty 10 year parts 10 year compressor 1 year labor <i>American Standard same as Frame.</i> <i>Megan Ricker</i>		8,500.00	8,500.00
		Total	\$8,500.00



Mills Brothers Heating & Air

618 Redbank Road
Goose Creek, SC 29445

Estimate

Date	Estimate #
12/1/2011	111

Name / Address
Rick Weddle 155 Foxborough Drive Goose Creek, SC 29445

600

			Project
Description	Qty	Rate	Total
Below is an estimate of the tonnage. We will be able to give an accurate tonnage after Heat Load Calculation is performed.		0.00	0.00
Installation of 2.5 ton or 3 ton 15 Seer, Split Heat Pump. Includes new ductwork, supply boots and registers, return ductwork and registers, new plastic pan with float switch, and a new Honeywell Pro-5000 Thermostat. All equipment installed will be charged with R-410A. Ductwork will be round galvanized/flex trunk lines for both return and supply. Branches to be round galvanized/flex. All seams in pipe will be taped with mastic tape. Pipe will have R-8 insulation. Insulation seams will be taped and painted with mastic. Bid also includes and new air handler stand made out of 2x6s and plywood. All removal and haul off of old equipment. All materials, new equipment, labor and permits included.	Stand included indoor	0.00	0.00
Heil: DX15 Seer with GEX 13 High Efficiency Air Handler Heil Warranty: 5 year No Hassle/Replacement 10 year compressor 10 year parts 1 year labor			0.00
Total \$8500			
\$99.4r for cleaning warranty for labor 10yr. said unit needs to be clean Don't have to have 2 cleanings a year			
Total			

Signature _____

beginning
Quotes on job

7-29-14

TO WHOM IT MAY CONCERN:

THIS LETTER IS REGARDING MAIL DELIVERY TO 155 FOXBOROUGH RD, GOOSE CREEK, SC 29445. I AM THE MAIL CARRIER FOR THIS ADDRESS AND HAVE BEEN FOR 15 YEARS. BETH WEDDLE NOR ANY OTHER WEDDLE LIVES AT THIS ADDRESS. IF ANY MAIL COMES FOR THIS NAME IT WILL BE RETURNED TO THE SENDER. I AM AWARE THAT SHE IS THE OWNER OF THE PROPERTY BUT, AGAIN, SHE DOES NOT LIVE OR RECEIVE MAIL AT THIS ADDRESS.



Maia Award R11



29445

CHARLESTON SC 294

30 JUL 2014 PM 1 T

First-Class Mail
Postage & Fees Paid
USPS
Permit No. G-10

BETH WEDDLE
5883 RYAN'S BLUFF RD
N. CHARLESTON, SC

29418+5210

29418

Exhibit B



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: James V. De...
Street Address: ...
City: ... State: ... Zip: ... Email: ...
Home Phone: ... Work Phone: ...
Service Address: ...

- ☒ 100% Satisfaction Guarantee ☒ Official ENERGY STAR® Retail Partner ☐ Local and Federal Permits and Code Compliant
☐ Monthly Payment Financing ☒ NATE-certified Professional Technicians ☐ Fully Bonded, Licensed and Insured
☐ PLUS™ Maintenance Agreement: ☐ Monthly ☐ Qtrly ☐ Semi-Annual ☐ 1 Yr ☐ 2 Yr ☐ 3 Yr ☐ RA

EXPERT SERVICE, GUARANTEED

Equipment	System Option 1	System Option 2
☒ Outdoor	15000 BTU	
☐ Outdoor		
☐ Indoor		
☐ Indoor	Mc	
☒ IAQ	UV Light	
☒ IAQ	7-7000	
☐ Controls		
☐ Controls		
☐		

Was possible asbestos observed? ☐ 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.



NOTES

... and clean ...
...
...
...

EXPERT INSTALLATION

- ☐ Reconnect existing duct work
☒ Add Supply 410
☐ 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 1 years
☐ A/C Parts 5 years
☐ Furnace Parts 5 years
☐ Heat Exchanger 5 years
☐ Labor 10 years

Date of Sale 11/1/11
Model # ...
Serial # ...
Dealer Number 534812
☐ CASH ☐ VISA ☐ M/C ☐ AMEX ☐ DISC ☐ SEI ☐ Check # ...
Print Customer Name ...
Acct # ...
Auth Code ... Credit Plan ...
Amount Financed ... Exp. Date ...

Customer Signature ... Date ...
Customer Signature ... Date ...
Consultant Signature ... Quote expires 605 Date ...

Delivery Date 11/1/11



System Investment	15,500.00
Indoor-Air-Quality	3,850.00
Total Home Comfort Investment	11,850.00
Sales Tax	
Less Initial Investment	
Balance Due Upon Completion	11,850.00

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.

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.

MISCELLANEOUS

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 forth in this Agreement and supersedes all other agreements either written or oral concerning the subject of this Investment Agreement.

 *** FAX TX REPORT ***

TRANSMISSION OK

JOB NO. 2054
 DESTINATION ADDRESS 18558267543
 PSWD/SUBADDRESS
 DESTINATION ID
 ST. TIME 12/09 08:50
 USAGE T 02' 15
 PGS. 2
 RESULT OK

Confirmation
 on
 Duct system
 Rebate
 sent
 was SCE+G

Backed DATED
 contract that
 I did not sign
 I know about until
 getting knowledge
 from S.C. 206. This is the fraudulent contract Dean Bays
 mailed FAXed S.C. 206.

Cust # 48955



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 or Beth Weddle
 Street Address: 5883 Ryans Bluff Rd.
 City: N/Chas State: SC Zip: 2948 Email:
 Home Phone: 843-817-7748 Work Phone: 843-817-7648

Service Address:

☒ 100% Satisfaction Guarantee ☒ Official ENERGY STAR® Retail Partner ☒ Local and Federal Permits and Code Compliant
☒ Monthly Payment Financing ☒ NATE-certified Professional Technicians ☒ Fully Bonded, Licensed and Insured
☒ PLUS™ Maintenance Agreement: ☐ Monthly ☐ Qtr ☐ Semi-Annual ☐ 1Yr ☐ 2Yr ☐ 3Yr ☐ ORA

EXPERT SERVICE, GUARANTEED

Equipment	System Option 1	System Option 2
☐ Outdoor		
☒ Outdoor	15 CHPXA024	#1613F03326
☐ Indoor		
☐ Indoor		
☒ IAQ	Pure Air Meru 16	#2113123767
☐ IAQ		
☒ Controls	CS7000 Programmable	
☐ Controls		
	2 ton duct systems	(9 Runs)

Was possible asbestos observed? ☐ Yes ☒ No Were possible microbes observed? ☐ Yes ☒ No
 Has the customer been informed of their responsibility to remove it? ☐ 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.

NOTES All hard pipe with R-8 insulation. All boots replaced and seal and check for leakage. Customer is building stand for system to be placed on. Replaced all registers. Rebate of \$300 - Unit \$300 ductwork - (\$2000 from Lennox \$50-PurAir)

WARRANTIES (provided if checked)
☒ A/C Compressor 10 years
☒ A/C Parts 10 years
☐ Furnace Parts years
☐ Heat Exchanger years
☒ Labor 10 years

Date of Sale 11/12/2013

Model #

Serial #

Dealer Number 5,3,4,8,1,2



Delivery Date 11/29/2013

System Investment

Indoor Air Quality

Total Home Comfort Investment

Sales Tax

Brian Brando

① CITY OF NORTH CHARLESTON

1/15/10 Mechanical Permit

PERMIT: 1307511

LOCATION OF BUILDING: 5883 Ryans Blf

DESCRIPTION OF WORK: HVAC****SEE SCOPE****

VALUATION: 11150.00

TOTAL FEE: \$62.00

PERMIT FEES: _____

CONTR LIC: 321.2 _____

MISC REVENUE: 396.6 _____

CONTRACTOR: Service Experts Heating & A/C LLC, 843 291 0409

OWNER: ()

Flood Zone:

PRINT NAME

DATE

OWNER/CONTRACTOR SIGNATURE

DATE

G. SCOTT

12*9*2013

APPROVED BY

DATE

REC. #: _____

WHERE THE S. C. STATE CONTRACTORS LICENSE IS REQUIRED BY LAW, THE SIGNER CERTIFIES THAT SUCH LICENSE HAS BEEN OBTAINED. PERMIT VOID IF WORK NOT STARTED WITHIN SIX MONTHS OF DATE OF ISSUE OR IF WORK STOPPED FOR PERIOD OF SIX MONTHS.

CALL FOR INSPECTION BETWEEN THE HOURS OF 8:00 AM - 9:00 AM FOR SAME DAY INSPECTION AND 3:30 PM - 4:30 PM FOR NEXT DAY INSPECTION 740-2567.

****Post this permit on the job site/permit box.****

January 13th, 2015

Law Offices of Joel Cardis, LLC

2006 Swede Rd., Suite 100

E. Norriton, PA 19401

RE: Service Experts Heating and Air ID# 3749203

To Whom It May Concern,

I dispute the validity of this debt or any portion thereof. This debt is not valid. I do not owe any money to Service Experts Heating and AC for any services rendered. There is no debt.

1. Service Experts did not finished the A/C project at 5883 Ryan's Bluff Rd., No. Charleston, S.C. 29418. There are no charges.
2. Mark Hoadly, general manager of Service Experts Heating and AC, has told me that I do not owe them any money. Service Experts Heating and AC refuse to finish the project.
3. This can be verified by contacting Mark Hoadly with Service Experts Heating and AC in Charleston SC to prove the validity of my statements.
4. After your verification of the statements that I have provided, I would like a statement from the law offices of Joel Cardis that either you are pursuing this collection or dropping the matter in its entirety.
5. I dispute the amount of \$5,823.60 in its entirety.
6. Recorded conversation of fact was made by Beth Weddle, wife of Derrik Weddle, to legal assistant, Andrea Nicklas on 1-13-15.
7. Please respond to both A and B pursuant to U.S.C. 1692c (11) & 1692g.
8. State and Local codes have not been satisfied by Service Experts Heating and AC.
9. The contract that was prepared and signed was backdated by Service Experts. I have just found out that this was fraudulent and unenforceable.
10. Service Experts should have known that they were committing fraud by backdating the contract and asking me to participate.
11. However, if Service Experts is willing to come and complete the work per the contract, I am willing to pay them upon completion.

State and Local codes were violated and not adhered to. The immense defects in workmanship and code violations were too costly per Service Experts to come and remedy the problems. Mark Hoadly said he was writing the debt off and that I owed a zero balance. The A/C system is of zero value to me and we have asked Service Experts to come and pick it up.

Sincerely yours,

Derrik L. Weddle

5883 Ryan's Bluff Rd., No. Charleston, S.C. 29418

Exhibit D

Date: September 23, 2015

Branch Banking and Trust

Page 1 of 1

Reference: 10000577444296:10000577445296:10000546750296

160
67-160/532
43907

3-4-15

LINDA WEDDLE
DERRICK WEDDLE
100 VAN BUREN AVE
LADSON, SC 29456

Pay to the Order of DOONOVAN \$ 825.00

Eight Hundred Twenty Five Dollars

BB&T Future repair
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBankt.com

For David Brown Seidling

Signature: Linda Weddle

053201607:0005129747538:00160

1/4/01/035X

David Brown Seidling
Deposit only

Date 20150317
Amount 82500
Serial Number 0000000160

Account Number 0000005129747538
CR-DR D
Transaction Link 012461290324566117

Date: October 7, 2015

Branch Banking and Trust

Page 2 of 3

Reference: 10000580494101:10000580495101:10000549326102

	LINDA WEDDLE DERRICK WEDDLE 100 VAN BUREN AVE. LADSON, SC 29456	158 67-160/532 4307
	<u>3/2/15</u> Date	
Pay to the Order of	<u>J. DONOVAN</u>	\$ <u>50.00</u>
	<u>Fifty dollars and no cents</u>	Billars 
BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BBandT.com	Investor's Deposit Account	
Mr <u>SS for Branch Post Linda Weddle</u>		
⑆053201607⑆00005129747538⑆00158		

3307320433 2015-03-16 330	
South State Bank >053200983< *900402649 Summerville Baco 2015-03-16 3307320433	<u>G. Donovan</u> <u>James C. Donovan</u> <u>Acct # 1205125152</u> <u>For Deposit Only</u>

Date 20150316
Amount 5000
Serial Number 0000000158

Account Number 0000005129747538
CR-DR D
Transaction Link 012296290263332916

Exhibit E

Finding of Fact Number 6: I, Linda Beth Weddle, never agreed to pay the sum of \$9,000.00 to the Plaintiff upon completion. The quote was never completed.

Finding of Fact Number 7: The statement of accounts was mailed to the rental property address 155 Foxborough St. This was the improper address. I never requested mail to be forwarded from my rental property. Therefore I never received this statement of accounts.

Finding of Fact Number 8: According to a Manual J and Manual D the two and one half duct system is the wrong tonnage and undersized for the home and the entire duct system supply and return is improperly designed and duct sizing is too small. Testimony given by Jack Schultz of Air Plus heating and air conditioning confirmed that a 3 ton duct system and equipment change out is needed for correct delivery of air deficiencies. Preston Knight of LIMRIC heating and ac Manual J presented to me a proposal for a complete change out of the equipment and duct system that he stated was read for correct tonnage. Receipts for additional insulation has been put into evidence. Insulation was purchased to cover the top and underneath the sweating ductwork. Special insulation wrap was purchased to go around all eleven boots that were sweating and dripping water .2 rolls of Plastic was purchased to go underneath the condensating duct work. An \$84.00 door was purchased to seal the fireplace opening. \$875.00 has been paid to J Donovan to refinish the ceiling in the master bedroom from the condensation of the ductwork above the bedroom (See Exhibit E). \$195.00 was paid to LimRic Heating and AC to clean out the improperly installed p trap and repair it and to clean out the mold growth inside the air handler. John Bailey was paid \$200.00 for a duct blast test. \$35.77 was paid for a new return grill. All the rooms had to be outfitted with new fans and two

Exhibit F

LIMRIC

Plumbing • Heating • Air

LIMRIC PLUMBING, HEATING & AIR
4546 DORCHESTER ROAD
NORTH CHARLESTON SC 29405
Phone: 843-225-2665
Fax: 843-556-3804

INVOICE

DATE

9/18/2015

INVOICE

0000025011

CUSTOMER

0009622

BILL TO

BETH WEDDLE
5883 LIONS BLUFF ROAD
NORTH CHARLESTON SC 29418

SHIP TO

155 FOXBOROUGH ROAD
155 FOXBOROUGH ROAD
GOOSE CREEK SC 29445

PRO NUMBER	TERMS	COMFORT SPEC	LIST	TECHNICIAN
	COD	RON		
QUAN	DESCRIPTION	PRICE	AMOUNT	
1.00	MAINTENANCE CONTRACT —THE AIR CONDITIONING AND HEATING EQUIPMENT WILL BE INSPECTED SEMI-ANNUALLY. BELOW IS A LIST OF SERVICES PERFORMED: INSPECT THE ELECTRICAL CONNECTIONS. CHECK LOW VOLTAGE AND HIGH VOLTAGE TERMINALS. CHECK CONDENSOR COILS AND CLEAN AS NEEDED. CHECK EVAPORATOR COILS AND CLEAN AS NEEDED. CHECK FIN CONDITION. INSPECT THE FAN BLADE. CHECK MOTORS, BEARINGS AND INDOOR BLOWER WHEEL. TEST THE CAPACITORS, RELAYS AND CONTACTORS. CHECK THERMOSTAT. VERIFY THE REFRIGERANT LEVEL. CHECK COMPRESSOR OPERATION AND AMPERAGE DRAW. CLEAN THE DRAIN LINES AND PANS. CHEMICALLY TREAT THE CONDENSATE PANS, P-TRAPS AND DRAINS. TEST HEAT STRIP OPERATION. (WINTER ONLY) CHECK FAN LIMIT CONTROLS. I, THE UNDERSIGNED, AM THE OWNER/AUTHORIZED REPRESENTATIVE OF THE PREMISES AT WHICH THE ABOVE WORK IS BEING DONE. I HEREBY AUTHORIZE THE HEATING AND AIR CONDITIONING COMPANY TO USE SUCH LABOR AND MATERIALS, AS YOU SEEM ADVISABLE, UNLESS PRIOR AUTHORIZATION FOR BILLING, PAYMENT FOR ALL WORK DONE IS DUE UPON COMPLETION OF A BILLING DIAGNOSTIC CHARGE IS DUE THEREAFTER, AN OFFICE BILLING CHARGE OR FINANCE CHARGE OF \$1.75 PER MONTH (2% PER ANNUM) SERVICE WILL BE ADDED AFTER 10 DAYS FROM DATE OF RECEIPT OF REASONABLE ATTORNEY'S FEES, COURT COSTS AND COLLECTIONS FEES IN THE EVENT OF LEGAL ACTION. I HAVE READ THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE AND AGREE TO BE BOUND BY ALL THE TERMS CONTAINED HEREIN. ALL OLD PARTS WILL BE REMOVED FROM THE PREMISES AND DISCAR I ACKNOWLEDGE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK AND THAT THE PREMISES HAVE BEEN LEFT IN SATISFACTORY CONDITION. I UNDERSTAND IF MY CHECK DOES NOT CLEAR, I AM LIABLE FOR THE CHECK AND ANY CHARGES FROM THE BANK. I AGREE TO PAY 1.75% PER MONTH FOR PAST DUE CONTRACTS (MINIMUM CHARGE \$15). IN THE EVENT THAT COLLECTION EFFORTS ARE INITIATED AGAINST ME, I SHALL PAY ALL ASSOCIATED FEES IN FULL AS RECEIVED AS WELL AS ALL COST OF COLLECTION FEES AND REASONABLE ATTORNEY FEES. I AGREE THAT THE AMOUNT SET FORTH IN THE SPACE MARKED "TOTAL COST" IS THE TOTAL FLAT PRICE THAT I HAVE AGREED TO.	195.00	195.00	
1.00	TECHNICIAN NOTES—CHECKED THE STATIC PRESSURES THEY ARE RETURN -.35 SUPPLY .045, THIS IS CAUSING THE SUPERHEAT TO BE OFF WHEN THE SUBCOOLING IS CORRECT PER MANUFACTURES RECOMMENDATION OF 8 DEGREES. THE DUCTWORK INSULATION IS ONLY 1 INCH THICK AND WILL SWEAT AND HAVE A LOSE OF EFFICIENCY. THE DUCTWORK NEEDS TO BE REPLACED. BLOWER MOTOR IS SET CORRECTLY PER MANUFACTURES RECOMMENDATION SPEED TAPS 1 AND 4. Payment Received			
TOTAL			\$195.00	
Discover			\$195.00	
Auth 01851R				
BALANCE			\$0.00	

LIMRIC

Plumbing • Heating • Air

LIMRIC PLUMBING, HEATING & AIR

4546 DORCHESTER ROAD

NORTH CHARLESTON SC 29405

Phone: 843-225-2665

Fax: 843-556-3804

INVOICE

DATE

9/18/2015

INVOICE

0000025011

CUSTOMER

0009622

BILL TO:

BETH WEDDLE
5883 LIONS BLUFF ROAD
NORTH CHARLESTON SC 29418

SHIP TO:

155 FOXBOROUGH ROAD
155 FOXBOROUGH ROAD
GOOSE CREEK SC 29445

PO NUMBER	TERMS	COMFORT SPECIALIST TECHNICIAN	
	COD	RON	
QUAN	DESCRIPTION	PRICE	AMOUNT
1.00	Technician Notes - CHECKED THE STATIC PRESSURES, THEY ARE RETURN -.35 AND SUPPLY .045. THIS IS CAUSING THE SUPERHEAT TO BE OFF WHEN THE SUBCOOLING IS CORRECT PER MANUFACTURES RECOMMENDATION OF 8 DEGREES. THE DUCTWORK INSULATION IS ONLY 1/2 INCH THICK AND WILL SWEAT AND HAVE A LOSS OF EFFICIENCY. THE DUCTWORK NEEDS TO BE REPLACED. BLOWER MOTOR IS SET CORRECTLY PER MANUFACTURES RECOMMENDATION SPEED TAPS 1 AND 4.		
I, THE UNDERSIGNED, AM THE OWNER/AUTHORIZED REPRESENTATIVE OF THE PREMISES AT WHICH THE ABOVE WORK IS BEING DONE. I AUTHORIZE YOU TO PERFORM THE ABOVE RECOMMENDATION, AND TO USE SUCH LABOR AND MATERIALS, AS YOU SEEM ADVISABLE. UNLESS PRIOR AUTHORIZATION FOR BILLING, PAYMENT FOR ALL WORK DONE IS DUE UPON COMPLETION. (COD) A \$10 BILLING CHARGE IS DUE THEREAFTER. AN OFFICE BILLING CHARGE OR FINANCE CHARGE OF 1.75% PER MONTH (21% PER ANNUM) WILL BE ADDED AFTER 10 DAYS PAST DUE. I AGREE TO PAY REASONABLE ATTORNEY'S FEES, COURT COSTS, AND COLLECTIONS FEES IN THE EVENT OF LEGAL ACTION. I HAVE READ THIS CONTRACT, INCLUDING THE TERMS AND CONDITIONS ON THE REVERSE SIDE AND AGREE TO BE BOUND BY ALL THE TERMS CONTAINED HEREIN. ALL OLD PARTS WILL BE REMOVED FROM THE PREMISES AND DISCAR I ACKNOWLEDGE SATISFACTORY COMPLETION OF THE ABOVE DESCRIBED WORK AND THAT THE PREMISES HAVE BEEN LEFT IN SATISFACTORY CONDITION. I UNDERSTAND IF MY CHECK DOES NOT CLEAR, I AM LIABLE FOR THE CHECK AND ANY CHARGES FROM THE BANK. I AGREE TO PAY 1.75% PER MONTH FOR PAST DUE CONTRACTS (MINIMUM CHARGE \$15). IN THE EVENT THAT COLLECTION EFFORTS ARE INITIATED AGAINST ME, I SHALL PAY ALL ASSOCIATED FEES AT THE POSTED RATES AS WELL AS ALL COST OF COLLECTION FEES AND REASONABLE ATTORNEY FEES. I AGREE THAT THE AMOUNT SET FORTH IN THE SPACE MARKED "TOTAL COST" IS THE TOTAL FLAT PRICE THAT I HAVE AGREED TO.			
Customer Signature		Customer Signature	
TOTAL			\$0.00
			\$0.00
			\$0.00

City:
State:
Zip Code:
Phone:

1952 BELLGRADE AVENUE
CHARLESTON
SC
29407
8663973787

Address:
City:
State:
Zip Code:
Phone:

1952 BELLGRADE AVENUE
CHARLESTON
SC
29407
8663973787

First Name:
Last Name:
Bill To Name:
Customer Phone:
Address:

DERRICK
WEDDLE
MR. DERRICK WEDDLE
8437674096
155 FOXBOROUGH RD

First Name:
Last Name:
Bill To Name:
Customer Phone:
Address:

MR.DERRICK
WEDDLE
MR. DERRICK WEDDLE
8437674096
155 FOXBOROUGH RD

City:
State:
Zip Code:

GOOSE CREEK
SC
29445

City:
State:
Zip Code:

GOOSE CREEK
SC
29445

Thank you for trusting Service Experts, Inc. to meet your Home Comfort Needs. To ensure your comfort and satisfaction, the work listed below is backed by a 100% Satisfaction Guarantee for 365 Days (see back of receipt for details.) Items with a quantity of zero were items recommended for service that were not accepted for service at the time of this visit.

Thank you for trusting Service Experts, Inc. to meet your Home Comfort Needs. To ensure your comfort and satisfaction, the work listed below is backed by a 100% Satisfaction Guarantee for 365 Days (see back of receipt for details.) Items with a quantity of zero were items recommended for service that were not accepted for service at the time of this visit.

REQUIRED SERVICE

Description	Qty	Ext Price
-------------	-----	-----------

RECOMMENDED SERVICE

Description	Qty	Ext Price
Fresh Air Ventilation/Air Purifier. dynamic germicidal uv light	1	0.00 1279.00

REQUIRED OTHER

Description	Qty	Ext Price
-------------	-----	-----------

PLUS Savings Received		0.00
Energy/Materials Charge		0.00
Other Discounts		0.00
Sales Tax		0.00

PLUS Agreement/Extended Wrrnty Starts:
PLUS Agreement/Extended Wrrnty Ends:

07/17/2013
07/16/2014

Total Due	0.00
Amount Paid	0.00
Payment Type	No Payment
Balance Due	0.00

Customer Signature:



Customer equipment on record includes:

Model	Description	Serial Number
GAM5A0B30	TRN GAM5A0B30M21SA	12015KK82V
4TWB3030B1000BATRN	4TWA3030A3000A	11465P344F

Technician Notes

performed maintenance on system. checked and monitored system operation and components. will provide customer with quote on sealing boots and fixing/replacing duct. recommend installing germicidal uv light to improve indoor air quality and help prevent organic growth. thank you for your business.

on rep. Tec. said mold growing on rep. in house. said it was in house. Thank you. We appreciate your business, and trust we can be of service in future.

REQUIRED SERVICE

Description	Qty	Ext Price
-------------	-----	-----------

Plus Agreement.	1	94.00
-----------------	---	-------

RECOMMENDED SERVICE

Description	Qty	Ext Price
Filtration System Upgrade.	1	0.00
Airflow Needs Correction.	1	0.00
reinsulate/reconfigure ductwork	1	0.00

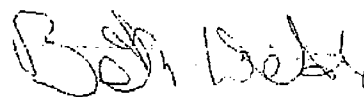
REQUIRED OTHER

Description	Qty	Ext Price
-------------	-----	-----------

PLUS Savings Received		0.00
Energy/Materials Charge		0.00
Other Discounts		0.00
Sales Tax		0.00

Total Due	94.00
Amount Paid	94.00
Payment Type	Credit Card
Balance Due	0.00

Customer Signature:



Customer equipment on record includes:

Model	Description	Serial Number
-------	-------------	---------------

Technician Notes

cooling pm. 1yr old Trane split heat pump. checked system operation and ductwork. return duct should be upsized from 14" to 16" duct to lower static pressure, ducts need to be reinsulated with R8 duct wrap, supply runs need to be installed high in attic instead of on rafters, existing duct wrap is too tight and cutting down R-value of insulation/ efficiency. system mech. operations are ok at this time. set up Plus Agreement for 94.00 and performed first PM on agreement.

Thank you. We appreciate your business, and trust we can be of service in future.

Please see complete terms and conditions on the back of the receipt.

618

Please see complete terms and conditions on the back of the receipt.

Exhibit G



Johns Manville

Air Handling Systems

Microlite® EQ

Formaldehyde-free™ Fiber Glass Duct Wrap Insulation

Description

Microlite EQ Formaldehyde-free™ duct wrap insulation is a brown, lightweight, highly resilient, blanket-type thermal insulation. The insulation blanket is manufactured from rotary-process fiber glass bonded with a resin made primarily from rapidly renewable plant-based materials.

Available Forms

Microlite EQ Formaldehyde-free™ insulation is available in a variety of densities, thicknesses and roll lengths. It is supplied with an FSK (foil-scrim-kraft) vapor barrier facing to meet installed performance requirements, with a 2" (51 mm) stapling tab.

Uses

Microlite EQ insulation is recommended as thermal insulation for the exterior of HVAC systems or other spaces or surfaces where temperature control is required.

Facing Information

FSK Aluminum Foil

Reinforced with fiber glass scrim laminated to UL-rated kraft.
Permeance: 0.02 perms*

*Per ASTM E96, Procedure A for facing material prior to lamination. After lamination, permeance values may be higher.

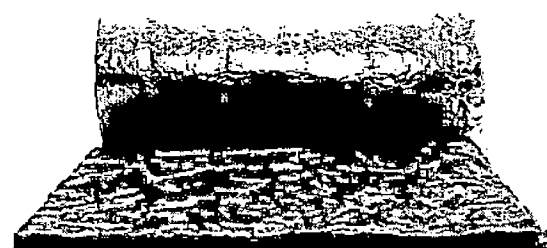
General Properties

Temperature (max.) — ASTM C411	250°F (121°C)
Water vapor sorption — ASTM C1104	<5% by weight
Corrosivity with steel — ASTM C665	Does not accelerate
Fungi resistance — ASTM C1338	Does not breed or promote

Standard Thicknesses and Packaging

	100' Roll (31 m)	75' Roll (23 m)	50' Roll (15 m)
Type	Thickness, in (mm)		
75	1½ (38)	2, 2½ (51, 58)	3 (76)
100	1½ (38)	2 (51)	—
150	—	1½ (38)	2 (51)

Note: Additional thicknesses, widths and other lengths available on special order. Contact Regional Sales Office for availability.



Surface Burning Characteristics

Microlite EQ insulation meets the Surface Burning Characteristics and Limited Combustibility of the following standards:

Standard/Test Method

- ASTM E84
- UL 723
- NFPA 90A and 90B
- UL Guide No. 40 U8.3. Card R3711
- CAN/ULC S102-M88 Standard

Maximum Flame Spread Index	25
Maximum Smoke Developed Index	50

Note: Faced materials are tested as composite products (insulation, adhesive and facing).

Specification Compliance

ASTM C1290	Type 75, 100 & 150
ASTM C553*	
Type II	Type 75, 100 & 150
Type III	Type 150

*For faced material: 250°F (121°C) maximum temperature.

ASTM C1136s†

Type II	FSK Facing
---------	------------

†Replaces HH-B-100B, Type II.

Canada: CGSB 51-GP-11M

NYC MEA 40-75-M

Recycled Content

15% minimum post consumer

Certified JM Formaldehyde-free™ Fiber Glass Insulation

Certified JM Formaldehyde-free™ fiber glass insulation offers superior thermal and acoustical performance—and it improves indoor air quality because it's made without formaldehyde. Why is that important? Because the U.S. Environmental Protection Agency (EPA) recommends limiting exposure to formaldehyde as much as possible, and the California Air Resources Board, a division of the California EPA, recommends that builders and architects use building materials and insulation made without formaldehyde.

Microlite® EQ

Formaldehyde-free™ Fiber Glass Duct Wrap Insulation

Application Recommendations

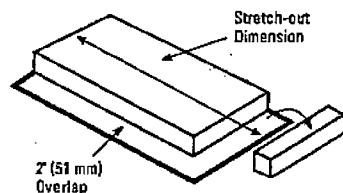
The R-value will vary depending upon how much the insulation is compressed during installation. To obtain the published installed R-values, the insulation stretch-out should be determined using the following table:

Duct Wrap Stretch-outs

Labeled Thick. (in)	Installed Compressed Thickness (in)	Round	Square	Rectangular
1	0.75	P+ 7.0"	P+ 6.0"	P+ 5.0"
1½	1.125	P+ 9.5"	P+ 8.0"	P+ 7.0"
2	1.50	P+ 12.0"	P+ 10.0"	P+ 8.0"
2½	1.75	P+ 13.0"	P+ 11.0"	P+ 8.5"
3	2.25	P+ 17.0"	P+ 14.5"	P+ 11.5"

Stretch-outs include 2" (51 mm) for overlap. P = perimeter of duct to be insulated.

Prepare overlap by removing approximately 2" (51 mm) of insulation from facing.



Before applying duct wrap, sheet metal duct shall be clean, dry and tightly sealed at all joints and seams.

Wrap insulation around duct with facing to the outside so the 2" (51 mm) flap completely overlaps facing and insulation at the other end of stretch-out. Insulation shall be snugly butted.

Secure seams with outward clinching staples placed approximately 6" (152 mm) on center. If required, seal seam with pressure-sensitive tape designed for use with duct insulation. Insulation on the underside of ducts spanning 24" (610 mm) or greater shall be secured with mechanical fasteners and speed clips spaced approximately 18" (457 mm) on center. Fasteners should be cut off flush after the speed clips are installed, and when required, sealed with the same tape as specified above.

Adjacent sections of duct wrap insulation shall be snugly butted with the circumferential 2" (51 mm) tape flap overlapping and secured as recommended for the longitudinal seam. When a vapor seal is required, two coats of vapor retarder mastic reinforced with one layer of 4" (102 mm) wide, open-weave glass fabric may be used in lieu of pressure-sensitive tape.

Guide Specifications

Insulation for Metal Ducts. All ducts shall be insulated on the outside with a Formaldehyde-free™, flexible glass fiber blanket. Microlite EQ Formaldehyde-free™ fiber glass duct wrap insulation should have a minimum installed R-value* of _____, and a Type _____ facing. Insulation shall be furnished with a factory-applied facing with a composite UL FHC rating of 25/50.

*The minimum insulation installed R-value should be determined in accordance to the duct operating and ambient conditions.

Thermal Conductivity (ASTM C518)

Type	k* Compressed Thickness		k Labeled Thickness	
	Btu·in/(hr·ft²·°F)	W/m·°C	Btu·in/(hr·ft²·°F)	W/m·°C
75	0.27	0.039	0.29	0.042
100	0.25	0.036	0.27	0.039
150	0.24	0.035	0.25	0.036

Conductivity at 75°F (24°C) mean temperature.

*Tested with material thickness compressed 25%.

Installed R-values

Type	Labeled Thickness	Installed "R"***		Out-of-Package "R"	
		(hr·ft²·°F)/Btu	m²·°C/W	(hr·ft²·°F)/Btu	m²·°C/W
75	1½	3.8	0.74	5.2	0.92
	2	5.1	0.99	6.9	1.22
	2½	5.8	1.15	8.0	1.41
100	3	7.6	1.46	10.3	1.81
	1½	3.8	0.79	5.6	0.99
	2	5.1	1.06	7.4	1.30
150	1½	3.8	0.83	6.0	1.06
	2	5.1	1.11	8.0	1.41

**Installed R-value calculated with a material thickness compressed to a maximum of 25% following recommended duct wrap stretch-outs.



717 17th St.
Denver, CO 80202
1-800 654-3103
specJM.com

North American Sales Offices,
Insulation Systems

Eastern Region
P.O. Box 158
Defiance, OH 43512
(800) 334-2399
Fax: (419) 784-7866

Western Region and Canada
P.O. Box 5108
Denver, CO 80217
(800) 368-4431
Fax: (303) 978-4661

The physical and chemical properties of the Microlite® EQ Formaldehyde-free™ fiber glass duct Wrap Insulation listed herein represent typical, average values obtained in accordance with accepted test methods and are subject to normal manufacturing variations. They are supplied as a technical service and are subject to change without notice. Numerical flame spread and smoke developed ratings are not intended to reflect hazards presented by these or any other materials under actual fire conditions. Check with the Regional Sales Office nearest you to ensure current information. All Johns Manville products are sold subject to Johns Manville's standard Terms and Conditions, including Limited Warranty and Limitation of Remedy. For a copy of the Johns Manville standard Terms and Conditions, Limited Warranty and Limitation of Remedy, and information on other Johns Manville thermal insulation and systems, call (800) 654-3103.



Duct Insulation - SOFTR® Duct Wrap FRK

Guide Specifications

APPENDIX

Table 1: Installed Thicknesses and R-Values

Nominal Thickness, in. (mm)	Installed Out-of-Package R-Value*	Thickness,** in. (mm) R-Value*	Installed
TYPE 75 - 0.75 pcf (12 kg/m ³)			
1-1/2 (38)	5.0 (0.88)	1-1/8 (29)	4.2 (0.74)
2 (51)	6.7 (1.18)	1-1/2 (38)	5.6 (0.99)
2.2 (56)	7.4 (1.30)	1-5/8 (41)	6.0 (1.06)
3 (76)	10.0 (1.76)	2-1/4 (57)	8.3 (1.46)
TYPE 100 - 1.00 pcf (16 kg/m ³)			
1-1/2 (38)	5.6 (0.99)	1-1/8 (29)	4.5 (0.79)
2 (51)	7.4 (1.30)	1-1/2 (38)	6.0 (1.06)
TYPE 150 - 1.50 pcf (24 kg/m ³)			
1-1/2 (38)	6.0 (1.06)	1-1/8 (29)	4.8 (0.85)
2 (51)	8.0 (1.41)	1-1/2 (38)	6.4 (1.13)

* hr·ft²·°F/Btu (m²·°C/W) at 75°F (24°C) mean temperature.

** Assumes 25% compression of insulation.

Table 2: Material Requirements to Achieve Installed R-Value

Nominal Thickness, in. (mm)	Installed Thickness, in. (mm)	Stretch-out Dimensions, in. (mm)		
		Round and Oval Ducts	Square Ducts	Rectangular Ducts
1-1/2 (38)	1-1/8 (29)	P + 9-1/2 (P + 240)	P + 8 (P + 205)	P + 7 (P + 180)
2 (51)	1-1/2 (38)	P + 12 (P + 305)	P + 10 (P + 255)	P + 8 (P + 205)
2.2 (56)	1-5/8 (41)	P + 13 (P + 330)	P + 11 (P + 280)	P + 8-1/2 (P + 215)
3 (76)	2-1/4 (57)	P + 17 (P + 430)	P + 14-1/2 (P + 370)	P + 11-1/2 (P + 290)

P = measured duct perimeter

END OF APPENDIX

Pub. No. 10019397

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DUCT INSULATION

23 07 13 - 5

622

SECTION 15082

Sheet Metal Ducts – Thermal Insulation Wrap Commercial/Residential Duct Systems

PART 1.00 - GENERAL

1.01 Scope

1.02

A. The work covered by this specification consists of furnishing all labor, equipment, materials and accessories, and performing all operations required, for correct fabrication and installation of fibrous glass thermal insulation wrap on commercial or residential air duct systems of sheet metal, in accordance with applicable project drawings and specifications, subject to terms and conditions of the contract:

1. All air duct systems operating at internal air temperatures not exceeding 250°F (121°C).

X B. The finished duct system shall meet the requirements of NFPA 90A and 90B.

C. Duct wrap insulation shall meet the requirements of ASTM C 1290, Type III, to maximum service temperature of 250°F (121°C). Facing material shall meet the requirements of ASTM C 1136, Type II, when surface burning characteristics are determined in accordance with ASTM E 84 with the foil surface of the material exposed to the flame as it is in the final composite.

Note to specifiers—Federal Specification HH-I-558B (Amendment 3), Form B (covering the duct wrap), and Federal Specification

HH-B-100B (covering the facing), are obsolete. These are replaced by the above referenced ASTM specifications.

D. Dimensions shown on the plans are finished inside dimensions.

X E. Duct wrap shall be installed in accordance with manufacturer's instructions in such a manner that the insulation will provide the installed R-value as published for the product and printed on the facing, thus assuring specified in-place thermal performance.

1.02 Delivery and Storage of Materials

A. Deliver all insulation materials and fabricated duct sections and fittings to the job site and store in a safe, dry place.

B. Use all means necessary at the job site to protect materials from dust, dirt, moisture and physical abuse before and during installation.

PART 2.00 - PRODUCTS

2.01 Insulated Duct System

A. All supply ducts, return ducts and related fittings shall be insulated with one of the following as designated on project plans and specifications:

1. Owens Corning Fiberglas All-Service Duct Wrap

a. Type 75, 0.75 lb./cu.ft. (12 kg/m³) density: 1 1/2", 2", 2.2" or 3" (38mm, 51mm, 56mm or 76mm) thick

b. Type 100, 1.0 lb./cu.ft. (16 kg/m³) density: 1 1/2" or 2" (38mm or 51mm) thick

c. Type 150, 1.5 lb./cu.ft. (24 kg/m³) density: 1 1/2" or 2" (38mm or 51mm) thick

The duct wrap insulation shall consist of a blanket of glass fibers factory-laminated to a reinforced foil/kraft (FRK) vapor retarder facing with a 2" (50mm) (min.) stapling and taping flange on one edge.

When installed in accordance with recommended installation procedures, duct wrap insulation shall provide installed R-values as shown in Table 1 below.

PART 3.00 - EXECUTION

3.01 Inspection

A. Verify that the duct wrap may be installed in accordance with project drawings and operating performance parameters and limitations.

3.02 Insulation of Straight Duct and Fittings

A. Before applying duct wrap, air ducts shall be clean, dry and tightly sealed at all joints and seams.

B. All portions of duct designated to receive duct wrap shall be completely covered with duct wrap.

C. To ensure installed thermal performance, duct wrap insulation shall be cut to "stretch-out" dimensions as shown in Table 2 below.

D. A 2" (50mm) piece of insulation shall be removed from the facing at the end of the piece of duct wrap to form an overlapping stapling and taping flap.

E. Install duct wrap insulation with facing outside so that the tape flap overlaps the insulation and facing at the other end of the piece of duct wrap. Adjacent sections of duct wrap insulation shall be tightly butted with the 2" (50mm) stapling and taping flap overlapping. If ducts are rectangular or square, install so insulation is not excessively compressed at corners. Seams shall be stapled approximately 6" (150mm) on center with 1/2" (13mm) (min.) steel outward clinching staples.

* F. Seams and joints shall be sealed with pressure-sensitive tape matching the insulation facing (either plain foil or FRK backing stock) or glass fabric and mastic. Cloth duct tape of any color or finish using reclaimed rubber adhesives is not recommended for use on duct wrap insulation. Adjacent sections of duct wrap shall be tightly butted with the 2" (50mm) tape flap overlapping.

G. Where rectangular ducts are 24" (600mm) in width or greater, duct wrap insulation shall be additionally secured to the bottom of the duct with mechanical fasteners such as pins and speed clip washers, spaced on 18" (425mm) centers (maximum) to prevent sagging of insulation.

* H. Where a vapor retarder is required, seal all tears, punctures and other penetrations of the duct wrap facing using one of the above methods to provide a vapor tight system.

3.03 Inspection

X A. Upon completion of installation of duct wrap and before operation is to commence, visually inspect the system and verify that it has been correctly installed.

B. Open all system dampers and turn on fans to blow all scraps and other loose pieces of material out of the duct system. Allow for a means of removal of such material.

C. Check the duct system to ensure that there are no air leaks through joints.

3.04 Safety Precautions

A. Contractor's employees shall be properly protected during installation of all insulation. Protection shall include proper attire when handling and applying insulation materials, and shall include (but not be limited to) disposable dust respirators, gloves, hard hats and eye protection.

B. The contractor shall conduct all job site operations in compliance with applicable provisions of the Occupational Safety and Health Act, as well as with all state and/or local safety and health codes and regulations that may apply to the work.

APPENDIX

Table 1: Installed Thicknesses and R-Values

	Nominal Thickness, in. (mm)	Installed Out-of-Package R-Value*	Thickness,** in. (mm)	Installed R-Value*
TYPE 75 - 0.75 pcf (12 kg/m ³)	1 1/2 (38)	5.0 (0.88)	1 1/8 (29)	4.2 (0.74)
	2 (51)	6.7 (1.18)	1 1/2 (38)	5.6 (0.99)
	2.2 (56)	7.4 (1.30)	1 5/8 (41)	6.0 (1.06)
	3 (76)	10.0 (1.76)	2 1/4 (57)	8.3 (1.46)
TYPE 100 - 1.00 pcf (16 kg/m ³)	1 1/2 (38)	5.6 (0.99)	1 1/8 (29)	4.5 (0.79)
	2 (51)	7.4 (1.30)	1 1/2 (38)	6.0 (1.06)
TYPE 150 - 1.50 pcf (24 kg/m ³)	1 1/2 (38)	6.0 (1.06)	1 1/8 (29)	4.8 (0.85)
	2 (51)	8.0 (1.41)	1 1/2 (38)	6.4 (1.13)

* hr·ft²·°F/Btu (m²·°C/W) at 75°F (24°C) mean temperature.

** Assumes 25% compression of insulation.

Table 2: Material Requirements to Achieve Installed R-Value

Nominal Installed Thickness,		Stretch-out Dimensions, in. (mm)		
Thickness, in. (mm)	Thickness, in. (mm)	Round and Oval Ducts	Square Ducts	Rectangular Ducts
1 1/2 (38)	1 1/8 (29)	P + 9 1/2 (P + 240)	P + 8 (P + 205)	P + 7 (P + 180)

2	11/2	P + 12	P + 10	P + 8
(51)	(38)	(P + 305)	(P + 255)	(P + 205)
2.2	15/8	P + 13	P + 11	P + 8 1/2
(56)	(41)	(P + 330)	(P + 280)	(P + 215)
3	21/4	P + 17	P + 14 1/2	P + 11 1/2
(76)	(57)	(P + 430)	(P + 370)	(P + 290)

P = measured duct perimeter

Exhibit H



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 or Beth Weddle
Street Address: 155 Foxbrough
City: Goose Creek State: _____ Zip: _____ Email: _____
Home Phone: _____ Work Phone: 843 767 4096
Service Address: _____

- ☒ 100% Satisfaction Guarantee ☐ Official ENERGY STAR® Retail Partner ☐ Local and Federal Permits and Code Compliant
☐ Monthly Payment Financing ☐ NATE-certified Professional Technicians ☐ Fully Bonded, Licensed and Insured
☐ PLUS™ Maintenance Agreement: ☐ Monthly ☐ Qly ☐ Semi-Annual ☐ 1Yr ☐ 2Yr ☐ 3Yr ☐ _____ ☐ RA

EXPERT SERVICE, GUARANTEED

Equipment	System Option 1	System Option 2
☐ Outdoor	Remove and Replace old 2.5" duct	
☐ Outdoor	System with air hard pipe and	
☐ Indoor	all new registers. Put all pipe high	
☐ Indoor	up in attic and using 14" on supply	
☐ IAQ	side and 16" on return. Seal all new	
☐ IAQ	boots. Install all new registers and boot	
☐ Controls	the correct way.	
☐ Controls		
☐	It will take 4 to 5 days	

Was possible asbestos observed? ☐ Yes ☒ No Were possible microbes observed? ☐ Yes ☒ No
Has the customer been informed of their responsibility to remove it? ☐ 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



NOTES

All new boots

All new register covers

Right size (16") return piping

Starting out with 14" pipe on supply side

Installing all pipe correct for high R-value

Date of Sale 11/1/2013

Model # _____

Serial # _____

Dealer Number 534812

☐ CASH ☐ VISA ☐ M/C ☐ AMEX ☐ DISC ☐ SEI ☐ Check # _____

Print Customer Name _____

Acct # _____

Auth Code _____ Credit Plan _____

Amount Financed _____ Exp. Date _____

Customer Signature _____ Date _____

Customer Signature Norm J. Fan Date 11/1/13

Insultant Signature _____ Date 6/27

1011

Quote expires _____

OFFICE USE ONLY

Job #: _____
Date: 11/15/2013
Install Date: 1/1
RSC: Don Bays

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

Delivery Date 11/1/2013



System Investment	<u>7875.00</u>
Indoor Air Quality	
Total Home Comfort Investment	
Sales Tax	
Less Initial Investment	
Balance Due Upon Completion	<u>7875.00</u>

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.

Exhibit I



PERMIT APPLICATION
CITY OF GOOSE CREEK,
SOUTH CAROLINA

Office Use Only: Permit Numbers

X
B 027880 E
G
P 8798 M
BL# SP

Street Address 155 Foxborough Type of Construction HVAC Change + with Duct
Tax Map Number _____ Lot _____ Block _____ Subdivision _____
Property Owner Rich Weddle Phone _____
Contractor Carolan Comfort Specialists LLC Phone 843-764-4247
Address 1967 Westey Dr Contractor's State License # M110052

Scope of Work (Please use reverse side of this form for a detailed description of work) over —

Use of Improvement ☐ Single Family ☐ Duplex ☐ Apartment ☐ Commercial ☐ Other _____

1st Floor Heated Sq. Ft. _____ 2nd Floor Heated Sq. Ft. _____ Porch Sq. Ft. _____ Patio Sq. Ft. _____

Garage Sq. Ft. _____ Attached/Detached (please circle) Unheated Room Over Garage Sq. Ft. _____

Exterior Finish: ☐ Brick ☐ Brick Veneer ☐ Vinyl ☐ Wood ☐ Other _____

Number of: Baths _____ Bedrooms _____ Rooms _____ Stories _____ Units _____

Type of Heat/Air: ☐ Forced Air ☐ Heat Pump ☐ Solar ☐ Other _____

Type of Fuel: ☐ Electric - #Amps _____ ☐ Gas - # Outlets _____ Type of Gas Outlet/Piping _____

Cost of: Mechanical \$ 9,900 Land \$ _____ Construction \$ _____

OFFICE USE ONLY

Primary Structure (sq. ft. _____)

Cost per sq. ft. \$ _____ Construction value \$ _____

Secondary Structure (sq. ft. _____)

Cost per sq. ft. \$ _____ Construction value \$ _____

PERMIT FEES

Primary Structure Permit Fee \$ _____

Primary Structure Plan Review Fee \$ _____

Secondary Structure Permit Fee \$ _____

Secondary Structure Plan Review Fee \$ _____

Impact Fee \$ _____

Electrical Permit Fee \$ _____

Plumbing Permit Fee \$ _____

_____ sq. ft. x 2.30 = _____ Construction Value

Mechanical Permit Fee \$ 33.00

Gas Permit Fee \$ _____

Pool Permit Fee \$ _____

Total Fee Due \$ 33.00

Notes:

Zoning Administrator _____ Date _____

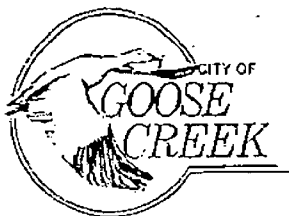
Date of ARB Approval _____

Building Inspector RW Date 3/5/2012

City of Goose Creek P.O. Drawer 1768 Goose Creek, South Carolina 29445 843.797.6220 extension 100

Rev. 7-25-2011

no details of work, not manual J, or manual D
HAS owner of house 629 Rick Weddle 3/5/12



CITY OF GOOSE CREEK A PERMIT

Has Been Issued To

Permit# 027880

Name CAROLINA COMFORT SPECIALISTS LLC

Location 155 FOXBOROUGH ROAD

NATURE OF WORK

REPLACE 2.5 TON SYSTEM IN ATTIC
WITH ALL NEW DUCTWORK

COPY

Issued By _____
Title PERMIT CLERK

Expiration Date: 9/04/2012

For Inspections Call: (843)863-5212

Type of Inspection	Pass/Fail	Date	Insp. Initials	Type of Inspection	Pass/Fail	Date	Insp. Initials
Footer				Rough Plumbing			
Slab Plumbing				Rough Mechanical			
Stem Wall				Rough Electric			
Slab				Framing			
Floor Sys.				Gas			
Sheathing				Meter Release			
Connectors				Final CO			

THIS CARD MUST BE DISPLAYED AT THE LOCATION STATED
ABOVE, SO THAT IT MAY BE SEEN FROM THE STREET

CHAPTER 14

HEATING AND COOLING EQUIPMENT

SECTION M1401 GENERAL

M1401.1 Installation. Heating and cooling equipment and appliances shall be installed in accordance with the manufacturer's installation instructions and the requirements of this code.

M1401.2 Access. Heating and cooling equipment shall be located with respect to building construction and other equipment to permit maintenance, servicing and replacement. Clearances shall be maintained to permit cleaning of heating and cooling surfaces; replacement of filters, blowers, motors, controls and vent connections; lubrication of moving parts; and adjustments.

M1401.3 Sizing. Heating and cooling equipment shall be sized based on building loads calculated in accordance with ACCA Manual J or other approved heating and cooling calculation methodologies.

M1401.4 Exterior installations. Equipment installed outdoors shall be listed and labeled for outdoor installation. Supports and foundations shall prevent excessive vibration, settlement or movement of the equipment. Supports and foundations shall be level and conform to the manufacturer's installation instructions.

M1401.5 Flood hazard. In areas prone to flooding as established by Table R301.2(1), heating and cooling equipment and appliances shall be located or installed in accordance with Section R324.1.5.

SECTION M1402 CENTRAL FURNACES

M1402.1 General. Oil-fired central furnaces shall conform to ANSI/UL 727. Electric furnaces shall conform to UL 1995.

M1402.2 Clearances. Clearances shall be provided in accordance with the listing and the manufacturer's installation instructions.

M1402.3 Combustion air. Combustion air shall be supplied in accordance with Chapter 17. Combustion air openings shall be unobstructed for a distance of not less than 6 inches (152 mm) in front of the openings.

SECTION M1403 HEAT PUMP EQUIPMENT

M1403.1 Heat pumps. The minimum unobstructed total area of the outside and return air ducts or openings to a heat pump shall be not less than 6 square inches per 1,000 Btu/h (13 208 mm²/kW) output rating or as indicated by the conditions of the listing of the heat pump. Electric heat pumps shall conform to UL 1995.

M1403.2 Foundations and supports. Supports and foundations for the outdoor unit of a heat pump shall be raised at least 3 inches (76 mm) above the ground to permit free drainage of defrost water, and shall conform to the manufacturer's installation instructions.

SECTION M1404 REFRIGERATION COOLING EQUIPMENT

M1404.1 Compliance. Refrigeration cooling equipment shall comply with Section M1411.

SECTION M1405 BASEBOARD CONVECTORS

M1405.1 General. Electric baseboard convectors shall be installed in accordance with the manufacturer's installation instructions and Chapters 33 through 42 of this code.

SECTION M1406 RADIANT HEATING SYSTEMS

M1406.1 General. Electric radiant heating systems shall be installed in accordance with the manufacturer's installation instructions and Chapters 33 through 42 of this code.

M1406.2 Clearances. Clearances for radiant heating panels or elements to any wiring, outlet boxes and junction boxes used for installing electrical devices or mounting luminaires shall comply with Chapters 33 through 42 of this code.

M1406.3 Installation of radiant panels. Radiant panels installed on wood framing shall conform to the following requirements:

1. Heating panels shall be installed parallel to framing members and secured to the surface of framing members or mounted between framing members.
2. Panels shall be nailed or stapled only through the unheated portions provided for this purpose and shall not be fastened at any point closer than 1/4 inch (7 mm) to an element.
3. Unless listed and labeled for field cutting, heating panels shall be installed as complete units.

M1406.4 Installation in concrete or masonry. Radiant heating systems installed in concrete or masonry shall conform to the following requirements:

1. Radiant heating systems shall be identified as being suitable for the installation, and shall be secured in place as specified in the manufacturer's installation instructions.
2. Radiant heating panels or radiant heating panel sets shall not be installed where they bridge expansion joints unless protected from expansion and contraction.

men preparation and mounting procedures of ASTM E 2231.

2. Duct coverings and linings shall not flame, glow, smolder or smoke when tested in accordance with ASTM C 411 at the temperature to which they are exposed in service. The test temperature shall not fall below 250°F (121°C).

3. External duct insulation and factory-insulated flexible ducts shall be legibly printed or identified at intervals not longer than 36 inches (914 mm) with the name of the manufacturer; the thermal resistance *R*-value at the specified installed thickness; and the flame spread and smoke-developed indexes of the composite materials. All duct insulation product *R*-values shall be based on insulation only, excluding air films, vapor retarders or other duct components, and shall be based on tested *C*-values at 75°F (24°C) mean temperature at the installed thickness, in accordance with recognized industry procedures. The installed thickness of duct insulation used to determine its *R*-value shall be determined as follows:
 - 3.1. For duct board, duct liner and factory-made rigid ducts not normally subjected to compression, the nominal insulation thickness shall be used.
 - 3.2. For ductwrap, the installed thickness shall be assumed to be 75 percent (25-percent compression) of nominal thickness.
 - 3.3. For factory-made flexible air ducts, The installed thickness shall be determined by dividing the difference between the actual outside diameter and nominal inside diameter by two.

M1601.2.2 Vibration isolators. Vibration isolators installed between mechanical equipment and metal ducts shall be fabricated from approved materials and shall not exceed 10 inches (254 mm) in length.

M1601.3 Installation. Duct installation shall comply with Sections M1601.3.1 through M1601.3.6.

M1601.3.1 Joints and seams. Joints of duct systems shall be made substantially airtight by means of tapes, mastics, gasketing or other approved closure systems. Closure systems used with rigid fibrous glass ducts shall comply with UL 181A and shall be marked "181A-P" for pressure-sensitive tape, "181A-M" for mastic or "181A-H" for heat-sensitive tape. Closure systems used with flexible air ducts and flexible air connectors shall comply with UL 181B and shall be marked "181B-FX" for pressure-sensitive tape or "181B-M" for mastic. Duct connections to flanges of air distribution system equipment or sheet metal fittings shall be mechanically fastened. Mechanical fasteners for use with flexible nonmetallic air ducts shall comply with UL 181B and shall be marked 181B-C. Crimp joints for round metal ducts shall have a contact lap of at least 1 1/2 inches (38 mm) and shall be mechanically fastened by means of at least three sheet-metal screws or rivets equally spaced around the joint.

M1601.3.2 Support. Metal ducts shall be supported by 1/2-inch (13 mm) wide 18-gage metal straps or 12-gage gal-

vanized wire at intervals not exceeding 10 feet (3048 mm) or other approved means. Nonmetallic ducts shall be supported in accordance with the manufacturer's installation instructions.

M1601.3.3 Fireblocking. Duct installations shall be fireblocked in accordance with Section R602.8.

M1601.3.4 Duct insulation. Duct insulation shall be installed in accordance with the following requirements:

1. A vapor retarder having a maximum permeance of 0.05 perm [(2.87 ng/(s m² Pa))] in accordance with ASTM E 96, or aluminum foil with a minimum thickness of 2 mils (0.05 mm), shall be installed on the exterior of insulation on cooling supply ducts that pass through nonconditioned spaces conducive to condensation.

2. Exterior duct systems shall be protected against the elements.

3. Duct coverings shall not penetrate a fireblocked wall or floor.

M1601.3.5 Factory-made air ducts. Factory-made air ducts shall not be installed in or on the ground, in tile or metal pipe, or within masonry or concrete.

M1601.3.6 Duct separation. Ducts shall be installed with at least 4 inches (102 mm) separation from earth except where they meet the requirements of Section M1601.1.2.

M1601.3.7 Ducts located in garages. Ducts in garages shall comply with the requirements of Section R309.1.1.

M1601.3.8 Flood hazard areas. In areas prone to flooding as established by Table R301.2(1), duct systems shall be located or installed in accordance with Section R324.1.5.

M1601.4 Under-floor plenums. An under-floor space used as a supply plenum shall conform to the requirements of this section. Fuel gas lines and plumbing waste cleanouts shall not be located within the space.

M1601.4.1 General. The space shall be cleaned of loose combustible materials and scrap, and shall be tightly enclosed. The ground surface of the space shall be covered with a moisture barrier having a minimum thickness of 4 mils (0.1 mm).

M1601.4.2 Materials. The under-floor space, including the sidewall insulation, shall be formed by materials having flame-spread ratings not greater than 200 when tested in accordance with ASTM E 84.

M1601.4.3 Furnace connections. A duct shall extend from the furnace supply outlet to not less than 6 inches (152 mm) below the combustible framing. This duct shall comply with the provisions of Section M1601.1. A noncombustible receptacle shall be installed below any floor opening into the plenum in accordance with the following requirements:

1. The receptacle shall be securely suspended from the floor members and shall not be more than 18 inches (457 mm) below the floor opening.
2. The area of the receptacle shall extend 3 inches (76 mm) beyond the opening on all sides.

R502.11.3 Alterations to trusses. Truss members and components shall not be cut, notched, spliced or otherwise altered in any way without the approval of a registered design professional. Alterations resulting in the addition of load (e.g., HVAC equipment, water heater, etc.), that exceed the design load for the truss, shall not be permitted without verification that the truss is capable of supporting the additional loading.

R502.11.4 Truss design drawings. Truss design drawings, prepared in compliance with Section R502.11.1, shall be submitted to the building official and approved prior to installation. Truss design drawings shall be provided with the shipment of trusses delivered to the job site. Truss design drawings shall include, at a minimum, the information specified below:

1. Slope or depth, span and spacing.
2. Location of all joints.
3. Required bearing widths.
4. Design loads as applicable:
 - 4.1. Top chord live load;
 - 4.2. Top chord dead load;
 - 4.3. Bottom chord live load;
 - 4.4. Bottom chord dead load;
 - 4.5. Concentrated loads and their points of application; and
 - 4.6. Controlling wind and earthquake loads.
5. Adjustments to lumber and joint connector design values for conditions of use.
6. Each reaction force and direction.
7. Joint connector type and description, e.g., size, thickness or gauge, and the dimensioned location of each joint connector except where symmetrically located relative to the joint interface.
8. Lumber size, species and grade for each member.
9. Connection requirements for:
 - 9.1. Truss-to-girder-truss;
 - 9.2. Truss ply-to-ply; and
 - 9.3. Field splices.
10. Calculated deflection ratio and/or maximum description for live and total load.
11. Maximum axial compression forces in the truss members to enable the building designer to design the size, connections and anchorage of the permanent continuous lateral bracing. Forces shall be shown on the truss drawing or on supplemental documents.
12. Required permanent truss member bracing location.

R502.12 Draftstopping required. When there is usable space both above and below the concealed space of a floor/ceiling assembly, draftstops shall be installed so that the area of the concealed space does not exceed 1,000 square feet (92.9 m²). Draftstopping shall divide the concealed space into approximately equal areas. Where the assembly is enclosed by a floor membrane above and a ceiling membrane below draftstopping

shall be provided in floor/ceiling assemblies under the following circumstances:

1. Ceiling is suspended under the floor framing.
2. Floor framing is constructed of truss-type open-web or perforated members.

R502.12.1 Materials. Draftstopping materials shall not be less than 1/2-inch (12.7 mm) gypsum board, 3/8-inch (9.5 mm) wood structural panels, 3/8-inch (9.5 mm) Type 2-M-W particleboard or other approved materials adequately supported. Draftstopping shall be installed parallel to the floor framing members unless otherwise approved by the building official. The integrity of all draftstops shall be maintained.

R502.13 Fireblocking required. Fireblocking shall be provided in accordance with Section R602.8.

SECTION R503 FLOOR SHEATHING

R503.1 Lumber sheathing. Maximum allowable spans for lumber used as floor sheathing shall conform to Tables R503.1, R503.2.1.1(1) and R503.2.1.1(2).

R503.1.1 End joints. End joints in lumber used as subflooring shall occur over supports unless end-matched lumber is used, in which case each piece shall bear on at least two joists. Subflooring may be omitted when joist spacing does not exceed 16 inches (406 mm) and a 1-inch (25.4 mm) nominal tongue-and-groove wood strip flooring is applied perpendicular to the joists.

TABLE R503.1
MINIMUM THICKNESS OF LUMBER FLOOR SHEATHING

JOIST OR BEAM SPACING (inches)	MINIMUM NET THICKNESS	
	Perpendicular to joist	Diagonal to joist
24	1 1/16	3/4
16	5/8	5/8
48 ^a	1 1/2 T & G	N/A
54 ^b		
60 ^c		

For SI: 1 inch = 25.4 mm, 1 pound per square inch = 6.895 kPa.

- a. For this support spacing, lumber sheathing shall have a minimum F_b of 675 and minimum E of 1,100,000 (see AF&PA/NDS).
- b. For this support spacing, lumber sheathing shall have a minimum F_b of 765 and minimum E of 1,400,000 (see AF&PA/NDS).
- c. For this support spacing, lumber sheathing shall have a minimum F_b of 855 and minimum E of 1,700,000 (see AF&PA/NDS).

R503.2 Wood structural panel sheathing.

R503.2.1 Identification and grade. Wood structural panel sheathing used for structural purposes shall conform to DOC PS 1, DOC PS 2 or, when manufactured in Canada, CSA 0437 or CSA 0325. All panels shall be identified by a grade mark or certificate of inspection issued by an approved agency.

R503.2.1.1 Subfloor and combined subfloor underlayment. Where used as subflooring or combination subfloor underlayment, wood structural panels shall be of one of the grades specified in Table R503.2.1.1(1).

TABLE R502.5(1)—continued
GIRDER SPANS^a AND HEADER SPANS^a FOR EXTERIOR BEARING WALLS
 (Maximum spans for Douglas fir-larch, hem-fir, southern pine and spruce-pine-fir^b and required number of jack studs)

GIRDERS AND HEADERS SUPPORTING	SIZE	GROUND SNOW LOAD (psf) ^a																	
		30						50						70					
		Building width ^c (feet)																	
		20		28		36		20		28		36		20		28		36	
		Span	NJ ^d	Span	NJ ^d	Span	NJ ^d	Span	NJ ^d	Span	NJ ^d	Span	NJ ^d	Span	NJ ^d	Span	NJ ^d	Span	NJ ^d
Of ceiling, and two clear span floors	2-2x4	2-1	1	1-8	1	1-6	2	2-0	1	1-8	1	1-5	2	2-0	1	1-8	1	1-5	2
	2-2x6	3-1	2	2-8	2	2-4	2	3-0	2	2-7	2	2-3	2	2-11	2	2-7	2	2-3	2
	2-2x8	3-10	2	3-4	2	3-0	3	3-10	2	3-4	2	2-11	3	3-9	2	3-3	2	2-11	3
	2-2x10	4-9	2	4-1	3	3-8	3	4-8	2	4-0	3	3-7	3	4-7	3	4-0	3	3-6	3
	2-2x12	5-6	3	4-9	3	4-3	3	5-5	3	4-8	3	4-2	3	5-4	3	4-7	3	4-1	4
	3-2x8	4-10	2	4-2	2	3-9	2	4-9	2	4-1	2	3-8	2	4-8	2	4-1	2	3-8	2
	3-2x10	5-11	2	5-1	2	4-7	3	5-10	2	5-0	2	4-6	3	5-9	2	4-11	2	4-5	3
	3-2x12	6-10	2	5-11	3	5-4	3	6-9	2	5-10	3	5-3	3	6-8	2	5-9	3	5-2	3
	4-2x8	5-7	2	4-10	2	4-4	2	5-6	2	4-9	2	4-3	2	5-5	2	4-8	2	4-2	2
	4-2x10	6-10	2	5-11	2	5-3	2	6-9	2	5-10	2	5-2	2	6-7	2	5-9	2	5-1	2
4-2x12	7-11	2	6-10	2	6-2	3	7-9	2	6-9	2	6-0	3	7-8	2	6-8	2	5-11	3	

^a 1 inch = 25.4 mm, 1 pound per square foot = 0.0479 kPa.

^b Spans are given in feet and inches.

^c Tabulated values assume #2 grade lumber.

^d Building width is measured perpendicular to the ridge. For widths between those shown, spans are permitted to be interpolated.

^e NJ = Number of jack studs required to support each end. Where the number of required jack studs equals one, the header is permitted to be supported by an approved framing anchor attached to the full-height wall stud and to the header.

^f Use 30 psf ground snow load for cases in which ground snow load is less than 30 psf and the roof live load is equal to or less than 20 psf.

R502.5 Allowable girder spans. The allowable spans of girders fabricated of dimension lumber shall not exceed the values set forth in Tables R502.5(1) and R502.5(2).

R502.6 Bearing. The ends of each joist, beam or girder shall have not less than 1.5 inches (38 mm) of bearing on wood or metal and not less than 3 inches (76 mm) on masonry or concrete except where supported on a 1-inch-by-4-inch (25.4 mm by 102 mm) ribbon strip and nailed to the adjacent stud or by the use of approved joist hangers.

R502.6.1 Floor systems. Joists framing from opposite sides over a bearing support shall lap a minimum of 3 inches (76 mm) and shall be nailed together with a minimum three 10d face nails. A wood or metal splice with strength equal to or greater than that provided by the nailed lap is permitted.

R502.6.2 Joist framing. Joists framing into the side of a wood girder shall be supported by approved framing anchors or on ledger strips not less than nominal 2 inches by 2 inches (51 mm by 51 mm).

R502.7 Lateral restraint at supports. Joists shall be supported laterally at the ends by full-depth solid blocking not less than 2 inches (51 mm) nominal in thickness; or by attachment to a full-depth header, band or rim joist, or to an adjoining stud or shall be otherwise provided with lateral support to prevent rotation.

Exception: In Seismic Design Categories D₀, D₁ and D₂, lateral restraint shall also be provided at each intermediate support.

R502.7.1 Bridging. Joists exceeding a nominal 2 inches by 12 inches (51 mm by 305 mm) shall be supported laterally

by solid blocking, diagonal bridging (wood or metal), or a continuous 1-inch-by-3-inch (25.4 mm by 76 mm) strip nailed across the bottom of joists perpendicular to joists at intervals not exceeding 8 feet (2438 mm).

R502.8 Drilling and notching. Structural floor members shall not be cut, bored or notched in excess of the limitations specified in this section. See Figure R502.8.

R502.8.1 Sawn lumber. Notches in solid lumber joists, rafters and beams shall not exceed one-sixth of the depth of the member, shall not be longer than one-third of the depth of the member and shall not be located in the middle one-third of the span. Notches at the ends of the member shall not exceed one-fourth the depth of the member. The tension side of members 4 inches (102 mm) or greater in nominal thickness shall not be notched except at the ends of the members. The diameter of holes bored or cut into members shall not exceed one-third the depth of the member. Holes shall not be closer than 2 inches (51 mm) to the top or bottom of the member, or to any other hole located in the member. Where the member is also notched, the hole shall not be closer than 2 inches (51 mm) to the notch.

R502.8.2 Engineered wood products. Cuts, notches and holes bored in trusses, structural composite lumber, structural glue-laminated members or I-joists are prohibited except where permitted by the manufacturer's recommendations or where the effects of such alterations are specifically considered in the design of the member by a registered design professional.

STATE OF SOUTH CAROLINA)
COUNTY OF BERKELEY)
CARLOINA COMFORT)
SPECIALISTS, LLC,)
Plaintiff,)
-versus-)
LINDA MCGEE WEDDLE and)
DERRIK L. WEDDLE,)
Defendants.)

IN THE COURT OF COMMON PLEAS
NINTH JUDICIAL CIRCUIT

CASE NO.: 2012-CP-08-1869

AFFIDAVIT OF DERRIK LOYAL
WEDDLE

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

FILED

PERSONALLY APPEARED before me, DERRIK LOYAL WEDDLE,

who, being duly sworn, deposes and says: On 4-4-16 Mr. Sires' in his testimony stated that one of his installers was named James. Untrue James was not one of subcontractors on the job. Because James is an older man with short bushy hair and smokes and walks dragging his leg behind him due to his handicap. Both of the sub-contractors were in their mid-twenties, had long hair and did not smoke and were physically fit, and neither one of them were named James. These two installers were not employees of Mr. Sires, but rather sub-contractors.

Finding of Fact Number 3: On Monday March 5th, 2012 Mr. Sires called me on my cell and told me the hold up on the contract was because the distributor has three XR upgraded models and that he was trying to buy one and it would only cost me an additional \$300.00 extra to upgrade to the next better model and he needed to get the new model and serial numbers off the new units before he could type the contract. On March 7th, 2012 Mr. Sires called and said another dealer had purchased all three XR units and that he lost out on getting me a deal. Later that day March 7th, 2012 I met with Mr. Sires

and he presented to me the same quote from February 29th, 2012 for my signature. Mr. Sires changed the date to March 7th, 2012 and deleted the option to purchase the XR model. He told me that I was purchasing the XB model with the duct system for \$8,200.00 and that he was selling me the ten year labor warranty for an additional \$800.00 through Trane. For a total price of \$9,000.00 Mr. Sires said I would still be getting the 10 year parts, labor and compressor warranty. He told me to sign the quote and that it was just a purchase order for the XB model for the names on the warranty, and he would have the contract formally drawn up the next day with the serial numbers.

Both Mr. Sires and I deprived my wife of full participation and informed consent. Furthermore, Mr. Sires listed only myself as the owner on the building permit he purchased from the City of Goose Creek of the property at 155 Foxborough Rd., Goose Creek, SC 29445. He did not attach a Manual J or Manual D or any drawings or sketches to the permit (See Exhibit A). He did not complete the quote dated March 7th, 2012. (See Exhibit B) He did not build a new platform for the indoor air handler as the quote states. He left the three old two by sixes that were warped that formed the base for the old platform that was secured to the treated CDX plywood with nails. He left 2 2x6's upright then he turned the third 2x6's at the back of the platform on its side then covered the old warped 2x6's with a cheap sheet of \$7.00 OSB board. No new wood frame was built and no nails were used at all in constructing a frame to secure the platform which is N NBMNB MB NN M a violation of the Tranes manufacturer's specifications in the instruction manual (See Exhibit C). He did not coat the bottom of the galvanized drain pan, nor did he spray the liner to prevent pan from rusting. He did not lift the air handler 6 inches out of the drain pan which would have allowed better slope on the condensate

lines and allows the duct connections to be sealed properly to the equipment. This a code violation and not to Tranes Manufacturer's specification. All boots in the attic were to be foamed filled which he did not do any of the eleven boots. New grills were to be installed. He did not build a frame for the new grills to be screwed into, therefore, they all came loose from the ceiling/sheetrock and hung down and were a hazard and liability, so they were permanently removed within a month of installation. (See pictures in evidence) Mr. Sires installed "11 floor boots" in the ceiling instead of the like ceiling boots that were initially installed. He did not seal the floor boots or install them flush with the sheetrock ceiling which is a code violation and he wrapped the insulation too tight on the boots (See pictures in evidence and code violation). All metal ductwork was to be sealed and screwed with mastic tape and this was not done. He used cheap cloth back duct tape on portions of the main trunk line and connections to the air handler and some of the ductwork had no screws. This code violation is Chapter 12, Mechanical Administration M1601.3, M1601.3.1 (See Exhibit D). The ductwrap insulation that he installed was pulled too tight which negated its R-Value and when pulled too tight led to sweating and condensation. He was to cover all the seams with mastic and he did not do that. (See pictures in evidence). The new refrigerant pipes were not installed properly per code and Trane's instruction manual. Some of the refrigerant pipes were not covered with the appropriate foam rubber refrigerant sleeve to prevent condensation and properly insulate. The refrigerant pipes that are connected to the air handler were not properly sealed and insulated. The refrigerant pipes were to be supported with straps starting at the air handler and running through the entire length of the attic. There are no support straps at all. The new drain lines were to be installed in the same manner as the

refrigerant lines. Only half of the drain line was covered with the rubber insulated sleeve and none of the drain lines were supported with straps. Some of the drain lines were sitting on top of the ductwork. A pee trap was installed incorrectly at the air handler. Supported by the testimony of Jack Schultz on 11-9-15. These are code violations and not in accordance with Trane's manual. At the end of his quote dated March 7, 2012 at the bottom of the 1st paragraph states all work will be done per manufactures specification and local codes. Mr. Sires was non-compliant with the quote. Trane installation guide states equipment should be installed per Manual J and Manual D guidelines. Mr. Sires did not prepare a Manual J or Manual D nor measure the home for doors and windows to determine the proper tonnage of the equipment for the home and proper duct sizing.

Finding of Fact Number 4: Mr. Sires told me he had to actually purchase the equipment to know the serial numbers to incorporate in the contract he was preparing with all the information to satisfy the March 1, 2012 agreement that we made. He asked me to sign my wife's name because he still had to purchase the equipment and needed her signature because the warranty was for the purchaser only. Mr. Sires stated if my wife's name was not on the quote she would be excluded from the benefit of the ten year warranty on any of the equipment, if something happens to myself. Mr. Sires said that I had to sign my wife's signature to get the new equipment that he was purchasing and register the warranties that day after I signed the quote. I signed it and forged Beth Weddle's signature without her permission under his direction with a promise of a contract coming March 8th, 2012 with both Mr. Sires and Rick Weddle as the contracting parties in which he would incorporate the agreements of our meeting on March 1st, 2012

into a formal contractual agreement. Mr. Sires never formulated the formal contract. On March 7th, 2012 Mr. Sires did not give me a copy of the signed quote. I never had a signed copy of the quote that I signed on March 7th, 2012 until the evening of March 16th, 2012 when Mr. Sires e-mailed me a copy only. Linda McGee Weddle had absolutely nothing to do with this project. I, Derrik Weddle, was under much immense pressure and having medical problems. Linda McGee Weddle was not involved with the communications, price, dates, equipment or anything else whatsoever to do with the project. I positively was not acting on behalf of Linda McGee Weddle as her representative nor at any time did I have the authority to act in Linda McGee Weddle's behalf. I had no authority from Linda McGee Weddle to sign her name on a quote. Mrs. Weddle was out of town and did not know I was buying an AC unit. Mr. Sires' misrepresentation and deceptive behavior of having me sign a quote March 7th, 2012 and never incorporating the March 1st, 2012 agreement was done in bad faith.

Finding of Fact Number 5: I was never served the filed mechanic's lien by the Sheriff's Department pursuant to Code: 29-5-40 and Code: 29-5-90.

Finding of Fact Number 6: Only myself agreed to pay Carolina the sum of \$8200.00 for the ductwork and equipment installed per quote dated March 7th, 2012 and agreement made on March 1st, 2012 was formulated into a formal contract to be paid on the date of completion which work was never completed. In addition, the purchase of the \$800.00 labor warranty was never purchased by Mr. Sires and was willfully and unjustly included in the furnishings and labor and material. Code: 29-5-40 and Code 29-5-90

Finding of Fact Number 7: According to the lien affidavit the Statement of Accounts dated March 9th, 2012 was mailed to 155 Foxborough St. where the rental

property is located and was not received by the Weddle's. The tenants were living at the residence and there was no forwarding address on file with the USPS to forward any mail from 155 Foxborough Rd. (See attachment letter Goose Creek Post Office) to my correct address. Neither I nor my wife received a "Statement of Accounts" from Mr. Sires that is alleged to have been mailed.

Finding of Fact Number 13: Mr. Sires presented himself as a professional and visited the house with myself twice and it was his responsibility at the time to determine if there would be any costs above the \$8,200.00 that he quoted. He should have informed me that the sheetrock would have had to be cut out to install the like ceiling boots that were presently installed at the time properly but he did not. The point of the meeting on March 1, 2012 was to galvanize the final cost. Mr. Sires met with me for the first time after installing the ac unit April 13th, 2012 since I last saw him on March 7th, 2012 when I signed the quote. Mr. Sires stated that he did not realize all of the boots were not set in the holes properly and asked where the mold was growing and I showed him the living room boot where the mold was growing. Mr. Sires offered to caulk the boots and I knew by caulking the improperly installed floor boots would not take care of bad installation workmanship. Mr. Sires offered me the option of me having to cut out the sheetrock eight inches around all of the boots and that he would come back and build wood frame for the openings and install new ceiling boots and I would have to hire someone to install the cutout sheetrock around the new boots. Mr. Sires said he was there to satisfy me and he was there to do anything by code. I told Mr. Sires that I wanted to take a step back and think about his offer. I went home after thinking about Mr. Sires proposal and immediately e-mailed him on March 13th, 2012 "You can come in tear out all the

incorrectly installed boots and install new boots..." I knew that I was being exploited by Mr. Sires because he wanted an additional \$3,500.00 to tear out and install the new boots.

On 3-13-2012 a partial punch out list was mailed to Carolina Comfort Specialists outlining and bringing to the attention of Mr. Sires that he had not completed the quote/job. On April 10th, 2012 a certified letter was sent to follow up of the quoted/job that was not completed. (Both of the letters were submitted into evidence) Mr. Sires never completed the work on the system including the equipment nor the ductwork. An e-mail was sent to Mr. Sires on April 11, 2012 addressing the mold that was growing on the boots and giving details that the mastic that was oozing out of the large gaps had mold growing on it. After consulting with two reliable sources they had informed me that the boots must come down flush with the sheetrock. There was a 23x18 hole from the old return that was left open inside the attic allowing attic air to penetrate into the home. This verbiage is intended to communicate the tape recorded tape conversation that is being transcribed of the meeting that took place on March 13th, 2012 between Mr. Sires and myself. I knew that Mr. Sires' initial offer of trying to caulk areas around the boots that had hand thickness gaps to remedy the problems associated with the poor installation of the boots was not correct by code. Mr. Sires wanted to remedy the poor installation of the boots by filling the big gaps with caulk and this is when I asked Mr. Sires to hold off caulking the boots until we came to some kind of agreement concerning the boots improper installation. Mr. Sires conceded to the fact that the boots had to be crammed and jammed into the holes. All eleven out of eleven boots were not installed properly. None of the boots came down flush with the sheetrock. The majority of the boots were tilted and cocked with numerous gaps. Mr. Sires even tried to bring in the hall bathroom

one of the boots down flushed with the sheetrock to no avail. As the boots are situated now, because of the improper installation, nothing is preventing the conditioned air from going back up into the attic. At the present time there is nothing that can be done to alleviate the boots problems except to change the boots out with a proper installation.

A pre appointment e-mail (See Exhibit E) was sent to Clint Sires on April 11th, 2012 expressing my concerns concerning the poor installation of the ductwork boots and the mold issue that was prevalent at that time. I told Mr. Sires that I had pulled the registers for his inspection. I also asked about the 10 year labor warranty that cost \$800.00 and that I had not received the warranty papers. The \$800.00 cost of the warranty was included in the \$9000.00 total price. On March 13, 2012 at our appointment all Mr. Sires wanted to do was caulk a few boots and be on his way. He would not address any issues concerning the outside stand or the inside attic platform. He stated "that is not going to happen." Mr. Sires did absolutely nothing to correct the issues that he and his installers caused, failed to meet industry standards, applicable codes, and manufacturer's specifications. All of my e-mails, telephone calls and letters after pleading with him over and over to come and correct the problems that he created were in vain.

Finding Fact Number 14: I did not by any means either verbal or written tell Mr. Sires where to place the outside stand for the condensing unit on the day he placed and set the stand. Mr. Sires at his sole discretion placed it where he wanted it to be placed. In regards to the placement of the stand there is an e-mail dated 2-29-12 (See Exhibit F) sent to Mr. Sires stated that I wanted the stand placed 24 inches from the eave. He said in the e-mail "stand being moved no problem". There were no more discussions about the

placement of the stand. This e-mail constituted and formally established the distance from the eave where the stand was to be located. In addition, on 3-5-12 I purchased 4 handy blocks that the four three foot 4x4 posts (that support the top of the stand) were to sit in. (See Exhibit G). On March 7th, 2012 I delivered the stand for the unit and placed the four handy blocks where I wanted the stand to be placed. Mr. Sires agreed to place the 4x4's posts in the handy blocks to support the stand where I designated them to be placed. March 7th was the last day that I was at the property and the stand had not been placed in the blocks as of that day. I did not return to the property due to illness until March 12th, 2012. At the present time the stand is located 6 1/2 inches from the eave and the condensing unit is receiving all the runoff (rain and debris and icicles) from the roof and is directly entering the outdoor unit's top fan motor cage locale which is in disagreement with Trane's installation guide. Mr. Sires failed to place the stand above ground on the 4 handy blocks three foot high as he was instructed and agreed. Expert witness, Mr. Jack Shultz, testified the outdoor ac unit and stand needed to be moved out further from the eave. As far as the ductwork being run on the floor of the attic, I never gave authority to or instructed Mr. Sires or his sub-contractors who installed the duct to run the ductwork on the attic floor. The ductwork was supposed to be run up and over to eliminate attic floor congestion. (See Exhibit H, letter March 1st 2012). The decision to run the ductwork on the attic floor was made entirely by Mr. Sires and/ or his two sub-contractors instead of running the ductwork up and over to eliminate attic floor congestion. Mr. Sires showed a photo album of ductwork that was ran up and over like he had suggested doing. I know that this was a total failure of communication between Mr. Sires and his installers to follow the March 1st, 2012 agreement to run all duct supply

runs up and over. Mr. Sires was not on the job site until March 7th, 2012 due to another job he was doing. Linda Weddle, my wife, who owns the property met with Mr. Sires only one time on December 6th, 2011 and told Mr. Sires that she was upgrading the electrical wiring in the attic and the plumber wanted room to install PVC pipe down through the walls but found that the current ductwork that was 8 inches off the floor hampered them from navigating the attic area and asked if she would be willing to have some of the ductwork raised or temporarily removed until they could install their pipe. Mrs. Weddle informed Mr. Sires that she was only considering changing out the ductwork due to the upgrades she was negotiating with the electrical and plumbing contractors. Due to the present condition of the attic floor congestion with ductwork other contractors including electricians and plumbers who have to service the home through the attic since the home is on a slab will have a hard time negotiating the attic due to the ductwork congestion. Mr. Sires and his subcontractors created a worse problem traversing the attic by placing the ductwork on the ceiling floor joists instead of solving a problem Mr. Sires created a burden. Due to the ducting sitting on the ceiling floor joists the installation which is wrapped to tight and is compressed by sitting on the floor joists and is causing the ductwork to condensate and damaged the ceiling in the master bedroom.

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 salesman." and testified as a lay person. Gene Pardee's testimony was ambivalent because Mr. Pardee never fully inspected the installation of the HVAC system. I met with Mr. Pardee at 11:30 am on April 13th, 2012 and I was in view of him

at all times. Mr. Pardee would not navigate the attic to do an inspection of the ductwork installation so therefore how can Mr. Pardee say that the HVAC system was installed properly when in fact he made no thorough investigation or inspection of the HVAC system installation. Mr. Pardee climbed the attic steps and never went past the air handler. Mr. Pardee verified on 9-23-15 in his testimony this fact due to his weight he never went past the air handler. Mr. Pardee's manager, Mike Campbell, came out later that day and inspected the ductwork immediately behind the air handler in the attic but went no further with the inspection.

Andrena Tene-Smith
Notary Public, State of South Carolina
Commission Expires: November 25, 2023

Derrick L. Weddle
DERRIK L. WEDDLE

SWORN to before me this 20 day
of June, 2016
[Signature] (L.S.)

Notary Public of South Carolina

My Commission Expires: 11-25-23

Exhibit B

March 1st, 2012

To Clint Sires,

I am glad that you are meeting me today to go over the job and hope this will be the start of a successful project project at 155 Foxborough Rd.

I want to make sure that you clearly understand what I want done and the high quality workmanship and materials I expect when investing so much money in a Trane system and the new metal duct system and boots. I want the following details we have agreed on included in the contract. Please list what you are not responsible for in connection with the job.

1. A list of all materials used, including product brand, model numbers and serial numbers of the outside unit and indoor handler including the model and serial numbers of the new thermostat. Please give me information of the gauge of the metal used in the ductwork. I want the best and thickest insulation available used to wrap the ductwork since most of the ductwork will be 6 inches to a foot off of the rafters.
2. Please include the warranties covering the labor and materials. The warranty section must include the names and addresses of the contractors, distributors and the manufacturer that stand behind the warranties. The warrant period and any limits to the warranties must be clearly stated. I want a copy of the 10 year labor warranty and the 10 year parts and compressor that I am paying you \$800.00 for. My factory packet must include the use and care of the unit booklet, installation procedures of all equipment installed including the T-stat Honeywell Pro 5000 thermostat.
3. You are to get all needed permits. You are to properly register the warranties of all equipment that you will be installing.
4. Attach a copy of your liability insurance certificate and workman's compensation with the contract.
5. In the attic remove the old stand completely and insulate and properly seal the new return and metal ductwork. Job build a new plywood stand from CDX plywood and use 2x6 treated wood supports to support the plywood and the inside air handler. Properly level and support the air handler on four legs. Use the full sheet of plywood and brace and support it on all sides.
6. The existing inside grills/registers has a rubber gasket and screwed firmly into the metal frame of the boot. They are high quality registers and I want you to use the same type or better when you R&R the vents. In the contract list the color and brand of registers that you will be using.
7. I will furnish a new stand for outside unit. It will be to your dimensions and 38 inches high. I want the four legs placed on the ground on the four cement post pads and properly leveled. I am going to pour a pad under it. I want the stand to be at least 3 foot high. Center the unit under the old rain diverter and bring the stand out at least 24 inches from the eave. I do not want any rainwater, chemicals or debris coming off the roof and falling on the unit or the stand. I want the stand to be at least 1 foot away from water coming off the roof to protect the stands footing and levelness.

8. Don't forget the discussion we had concerning the attic ductwork about running those returns up and over and attaching them to the rafters with a hang of about 6-10 inches.
9. You are to balance the heat and air equally in all rooms. You stated that moving the return to the hallway would balance the home and take care of the hot and cold spots. I want the return vented cover and latches to be metal like the one I have now. I am paying you \$500.00 more than the Mills Brothers quote just to have all the ductwork running up and over. As we have already agreed, I want you to put in the contract that the ductwork will be run up and over and attached to the rafters with a drop of no more than 10".
10. All equipment installed to be of current model year (2012).
11. Please do start the job until all of this is formulated in the contract.

Sincerely,

Rick Weddle
5883 Ryan's Bluff Rd.
No. Charleston, S.C. 29418
767-4096

Exhibit C

①

Sires/Weddle quote

Quote stated that he would follow manufactures instructions, local and state codes

Gam 5 (Air handler) installation violations:

All phases of installations must comply with national. State and local codes.

When air handler is installed in unconditioned spaces verify that all electrical and refrigerant line penetrations on the air handler are sealed completely.

NOTE: Page 33. 14.2 (Make electrical connection) Electrical and refrigerant lines were not sealed. Sires did not use the factory conduit hole for the electrical connection to the air handler. He used off the shelf wire nut to make the electrical connection to the air handler.

Page number 21.9.1 Air Handler

On units with sheet metal return and supply flanges they must be screwed and sealed in to the air handler to secure with screws & sealed. There are very few screws holding the supply plenum to the air handler, and there are large gaps on all four sides that have not been sealed. 181 metal tape is supposed to be used and three screws on all four of the sides to make a flush seal connection. The installers used cloth backed duct tape to close the gaps. They did the same thing on the return end of the air handler. He did not elevate the air handler out of the pan 6 inches as stated in the quote "to allow for proper seal". The instruction manual states to ensure maximum efficiency and system performance.... Static pressure reference ACCA, Manual D, Manual S and Manual RS... The total static pressure is .8 at this time which is high according to the chart of maximum static pressure on page 10. Due to the high static pressure the unit does not perform properly and it indicates that the duct system sizing is too small. Note: Mr. Sires did not have a Manual D or Manual S in accordance with the manufactures instructions.

Additional unit preparation considerations

Page 17. 6.5 When the air handler is located adjacent to the living area, the system should be carefully designed with returns which minimize noise transmission through the return air grill. Any blower moving a high volume of air will produce audible noise which could be objectionable when the unit is located very close to a living area.

NOTE: Air handler is located too close to the living area and with the installation of improper size return ducting makes the unit very loud.

When installing the air handler consider the overall space needed when external accessories are used, additional height and width requirement may be needed.

Note: The air handler was not elevated 6 inches out of the pan per quote. He relocated the air handler to the back side of the house therefore he left no head room to allow 6 inch elevation of the air handler out of the pan. The air handler is 1 ½ - 2 inches elevated out of the pan. The air handler is crammed to the underside of the roof decking to the back of the house.

PAGE # 33 14.2 MAKE ELECTRICAL CONNECTIONS

Due to the unique design of this unit, which allows the electrical wiring to be routed within the insulation, do not screw, cut or otherwise puncture the unit cabinet in any location other than the ones illustrated in the installers guide.

Sires cut a hole in the AIR handler cabinet
NOTE: Sires drilled a new outlet for electrical. Wire nut was used. There was a pre molded hole that was to be used. (Shoddy, cheap, work)
Make sure that the unit has been installed in a level position to ensure proper draining.

PAGE # 20. 8.2)

NOTE: Sires installed the air handler not level, on the platform

Approved bottom support methods are rails, u channels or other load bearing material.

Quote- Breech: stated new platform was to be built.

Pg 20: Instructions

NOTE: Sires used only 1 sheet of OSB board as the platform and laid it on the old (1973) 2x6's. He did not nail or screw the lumber members together. One 2x6 is laying on its side underneath the OSB board and the other one is cracked and warped. He only used a single sheet of OSB board which reduced the size of the original platform I previous had which was 1 and a ½ sheets of plywood ¾ inch thick.

If front or rear return is required, the air handler must be elevated- placed on a pedestal.

NOTE: Sires did not elevate the air handler out of the pan 6 inches as agreed *in Quote*

To ensure maximum efficiency and system performance the existing supply and return duct system static pressures must not exceed the total available static pressure of the air handler, Reference ACCA Manual D, manual S and Manual RS along with the air handler product data and service facts.

Page 25 Step 12. The grommets are not sealed to the line openings. They were incorrectly installed.

Page 26- Section 2-1 Condensation drain plumbing must comply with National, State and local codes. Violation: The unit is not level on the platform for proper draining. A small amount of sealant must be applied around the drain line(s) passing through the panel to prevent air leakage and possible water drips. Violation: No sealant was applied the drain lines.

✓ Foam fill was not applied around the boots in the attic per quote.

* Page 27 : Step 4 Install a clean out t in the primary drain line and cap it. Violation- not installed. Step 6 Support the condensate piping outside the unit per local codes for proper drainage and to prevent sagging. Allow 1/4inch of downward slope for each foot of pipe. There is no 1/4inch slope per foot of pipe. Sires rested the condensate pipes on top of some of the ductwork. None of the condensate pipe is installed properly with condensate piping support. Violation- No hangers supporting the condensate pipes. Connect condensate drain piping

on: Pg 27

with a slope downward a minimum of $\frac{1}{4}$ inch per foot, support per local code.

Installers did not do this. Step 5- Insulate the primary drain line to prevent sweating and provide means of drainage to prevent freeze up of condensate line.

* Violation The primary drain line was not wrapped with pipe insulation completely to the end of the line. They only wrapped it to back side of the air handler. Air handler has positive pressure and Trane says it does need a p trap but neglected the instruction from Trane and incorrectly Clint Sires installed the p trap incorrectly and did not cap the p trap, therefore it gets clogged with mold and debris and stopped up from draining to the outside completely and causes water to back up into the inside of the air handler. A lot of mold growth is occurring inside the air handler. Pictures provided.

Violation in sealant, adhesive tape on duct wrap insulation. Manufacturer warrant is void when cloth back duct tape is used. FSK, mastic with mastic meshing, mastic tape are acceptable. Manufactures mastic installation were not followed. Correct thickness of mastic was not applied. In evidence you have a pail of mastic which they left in the attic. The instructions were not followed on the container. We provided pictures to the court that show no mastic was applied on the(back side of the home) on the main supply trunk line or branches running off of it and sparse amounts was used in the front part of the home. They only have cloth back duct tape sealing them.

According to the duct installation guide: Duct WRAP INSTRUCTIONS:

Violation: They used cloth back duct tape which it says in the guide specifications do not use. It says to use the appendix to install thickness and r-values charts which explains the stretch out dimensions and cutting directions to achieve proper r value when the pipe is wrapped. They pulled the insulations to tight and it negated the r-value. Violation: They did not use 3 inch insulation.

Violation: M1601.3.1 Joints and seams. NOT Sealed

The old return cavity was left wide open. code violation

Installer's Guide

Heat Pumps

4TWB3018-060

ALL phases of this installation must comply with NATIONAL, STATE AND LOCAL CODES

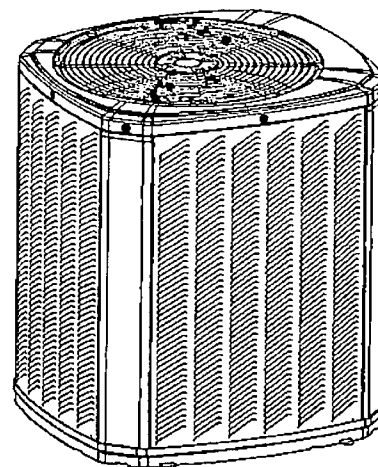
IMPORTANT — This Document is customer property and is to remain with this unit. Please return to service information pack upon completion of work.

These instructions do not cover all variations in systems or provide for every possible contingency to be met in connection with the installation. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's purposes, the matter should be referred to your installing dealer or local distributor.

Note: The manufacturer recommends installing only approved matched indoor and outdoor systems. All of the manufacture's split systems are AHRI rated only with TXV/EEV indoor systems. Some of the benefits of installing approved matched indoor and outdoor split systems are maximum efficiency, optimum performance and the best overall system reliability.

Table of Contents

Section 1. Safety	2
Section 2. Unit Location Considerations.....	3
Section 3. Unit Preparation	5
Section 4. Setting the Unit	5
Section 5. Refrigerant Line Considerations.....	6
Section 6. Refrigerant Line Routing	7
Section 7. Refrigerant Line Brazing	8
Section 8. Refrigerant Line Leak Check	10
Section 9. Evacuation.....	11
Section 10. Service Valves	11
Section 11. Electrical - Low Voltage	13
Section 12. Electrical - High Voltage	16
Section 13. Start Up.....	17
Section 14. System Charge Adjustment.....	18
Section 15. Checkout Procedures and Troubleshooting.....	23





CONDENSING Unit

Outdoor Unit Application Considerations

Certain application constraints should be considered when sizing, selecting and installing Trane air-cooled condensing units. Unit reliability is dependent upon these considerations. Where your application varies from the guidelines presented, it should be reviewed with the local Trane sales engineer.

Unit Sizing

Intentionally oversizing a unit to assure adequate capacity is not recommended. Erratic system operation and excessive compressor cycling are often a direct result of an oversized condensing unit. In addition, oversized units are usually more expensive to purchase, install and operate. If oversizing is desired, consider using two units.

Unit Placement

A base or foundation is not required if the selected unit location is level and strong enough to support the unit's operating weight.

Isolation and Sound Emission

The most effective form of isolation is to locate the unit away from any sound sensitive area. Structurally transmitted sound can be reduced by using spring or rubber isolators. The isolators are effective in reducing the low frequency sound generated by compressors and, therefore are recommended for sound sensitive installations. An acoustical engineer should always be consulted on critical applications. For maximum isolation effect, the refrigeration lines and electrical conduct should also be isolated. Use flexible electrical conduit. State and local codes on sound emissions should always be considered. Since the environment in which a sound source is located affects sound pressure, unit placement must be carefully evaluated.

Unit Location

Unobstructed flow of condenser air is essential for maintaining condensing unit capacity and operating efficiency. When determining unit placement, careful consideration must be given to assure proper air flow across the condenser heat transfer surface. Failure to heed these considerations will result in warm air recirculation and coil air flow starvation, resulting in a high pressure compressor cutoff.

Warm air recirculation occurs when discharge air from the condenser fans is recycled back at the condenser coil inlet. Coil starvation occurs when free air flow to the condenser is restricted.

Both warm air recirculation and coil starvation causes reductions in unit efficiency and capacity. In addition, in more severe cases, nuisance unit shutdowns will result from excessive head pressures. Accurate estimates of the degree of efficiency and capacity reduction are not possible due to the unpredictable effect of varying winds, temperatures and coil conditions.

In addition, wind tends to further reduce head pressure. Therefore, it is advisable to protect the air-cooled condensing unit from continuous direct winds exceeding 10 miles per hour.

Debris, trash, supplies, etc., should not be allowed to accumulate in the vicinity of the air-cooled condensing unit. Supply air movement may draw debris between coil fins and cause coil starvation. Special consideration should be given to units operating in low ambient temperatures. Condenser coils and fan discharge must be kept free of snow and other obstructions to permit adequate air flow for satisfactory unit operation.

Effect of Altitude On Capacity

Condensing unit capacities given in the performance data tables. At elevations substantially above sea level, the decreased air density will decrease condenser capacity and efficiency. The adjustment factors in Page 26 can be applied directly to the catalog performance data to determine the unit's adjusted performance.

Ambient Considerations

Start up and operation at lower ambients requires sufficient head pressure be maintained for proper expansion valve operation.

At higher ambients, excessive head pressure may result. Standard operating ambients are 15-43°C. With a low ambient kit comprising crank case heaters and frequency inverters, operation below 15°C is achievable. Minimum ambient condition are based on still conditions.

Refrigerant Piping

Special consideration must always be given to oil return. Minimum suction gas velocities must always be maintained for proper oil return. Utilize appropriate piping tools lines sizing such as the CDS refrigerant piping program.

Next to Living Rm, Bed rm, placed where ice & water debris flow in to it from roof

Disturbs Tenants Was placed on top of shrubbery.

2.3 Suggested Locations for Best Reliability

Ensure the top discharge area is unrestricted for at least five (5) feet above the unit.

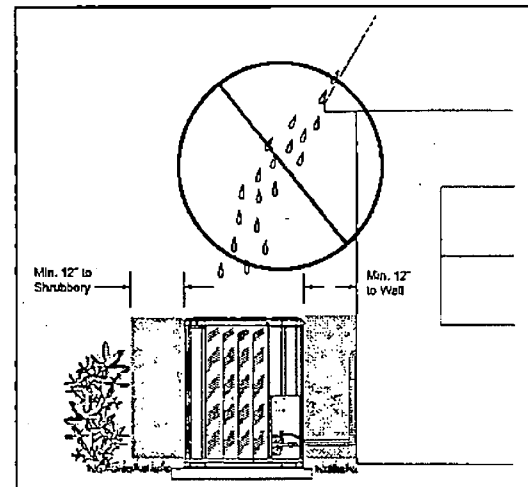
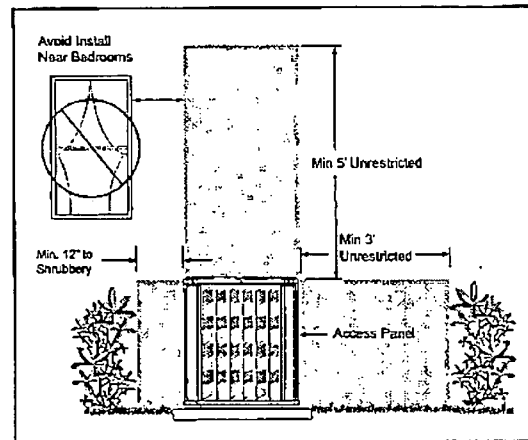
Three (3) feet clearance must be provided in front of the control box (access panels) and any other side requiring service.

It is not recommended to install in a location where noise may distract the building occupants. Some examples of these types of locations are sleeping quarters and by windows of a living area. Please discuss location with the building owner prior to installation.

Avoid locations such as near windows where condensation and freezing defrost vapor can annoy a customer.

Position the outdoor unit a minimum of 12" from any wall or surrounding shrubbery to ensure adequate airflow.

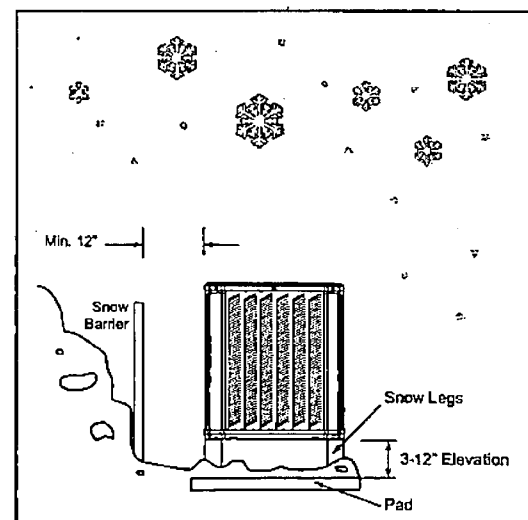
Outdoor unit location must be far enough away from any structure to prevent excess roof runoff water or icicles from falling directly on the unit.



2.4 Cold Climate Considerations

NOTE: It is recommended that these precautions be taken for units being installed in areas where snow accumulation and prolonged below freezing temperatures occur.

- Units should be elevated 3-12 inches above the pad or rooftop, depending on local weather. This additional height will allow drainage of snow and ice melted during defrost cycle prior to its refreezing. Ensure that drain holes in unit base pan are not obstructed preventing draining of defrost water.
- If possible, avoid locations that are likely to accumulate snow drifts. If not possible, a snow drift barrier should be installed around the unit to prevent a build-up of snow on the sides of the unit.



5.5 Reuse Existing Refrigerant Lines

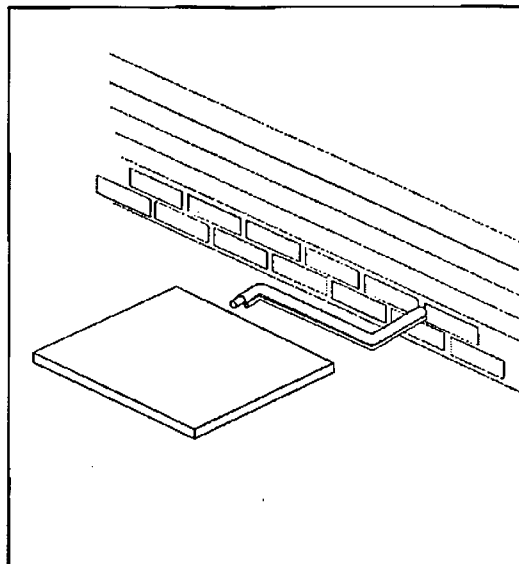
⚠ CAUTION

If using existing refrigerant lines make certain that all joints are brazed, not soldered.

For retrofit applications, where the existing indoor evaporator coil and/or refrigerant lines will be used, the following precautions should be taken:

- Ensure that the indoor evaporator coil and refrigerant lines are the correct size.
- Ensure that the refrigerant lines are free of leaks, acid, and oil.

Important: For more information see publication numbers SS-APG006-EN.



Section 6. Refrigerant Line Routing

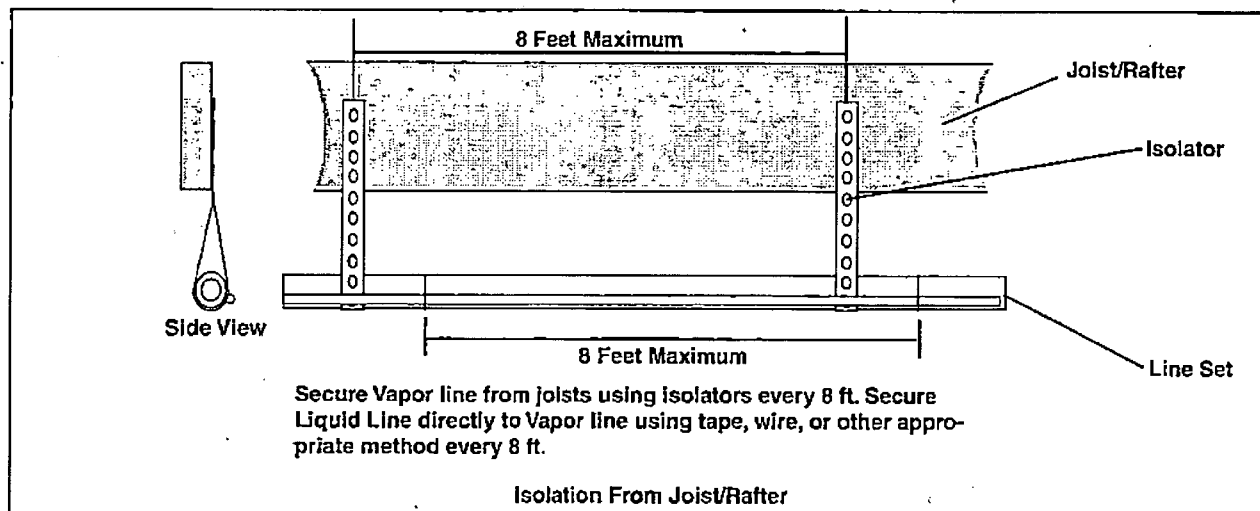
6.1 Precautions

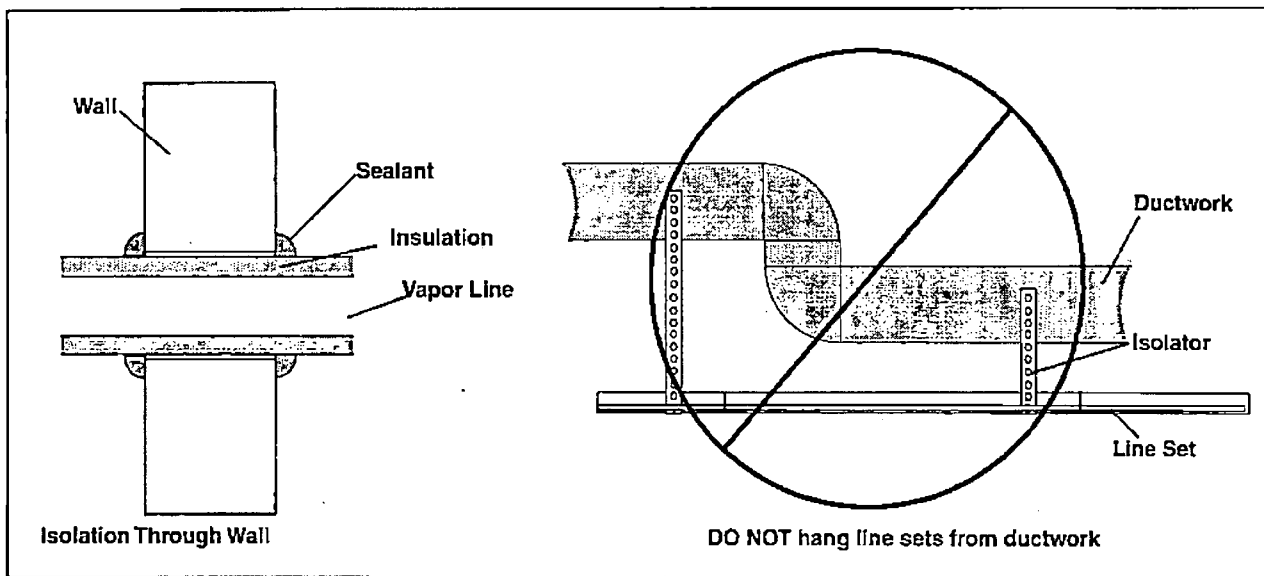
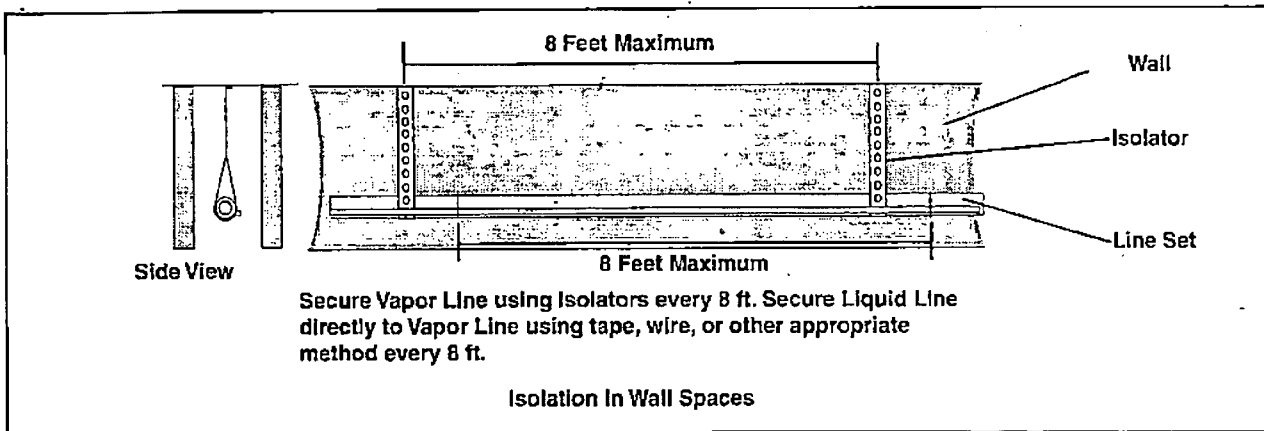
Important: Take precautions to prevent noise within the building structure due to vibration transmission from the refrigerant lines.

Comply with National, State, and Local Codes when isolating line sets from joists, rafters, walls, or other structural elements.

For Example:

- When the refrigerant lines have to be fastened to floor joists or other framing in a structure, use isolation type hangers.
- Isolation hangers should also be used when refrigerant lines are run in stud spaces or enclosed ceilings.
- Where the refrigerant lines run through a wall or sill, they should be insulated and isolated.
- Isolate the lines from all ductwork.
- Minimize the number of 90° turns.

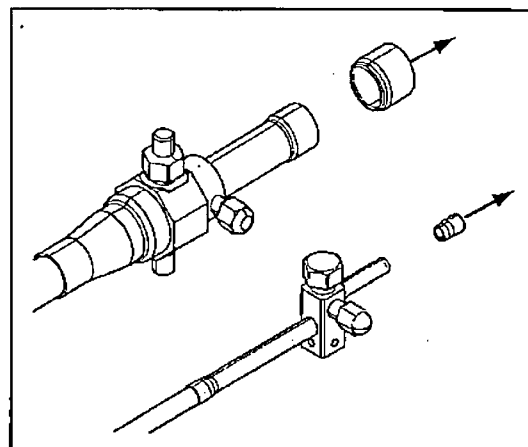




Section 7. Refrigerant Line Brazing

7.1 Braze The Refrigerant Lines

STEP 1 - Remove caps or plugs. Use a deburring tool to deburr the pipe ends. Clean both internal and external surfaces of the tubing using an emery cloth.



Installer's Guide

Convertible Air Handlers 1-1/2 – 5 Ton

GAM5A0A18M11SA GAM5A0C42M31SA
GAM5A0A24M21SA GAM5A0C48M41SA
GAM5A0B30M21SA GAM5A0C60M51SA
GAM5A0B36M31SA

ALL phases of this installation must comply with NATIONAL, STATE AND LOCAL CODES

Important: This Document is customer property and is to remain with this unit. Please return to service information pack upon completion of work.

Violation! We had to get it from TRANE in 2015 because it was not given to me.

Important: These instructions do not cover all variations in systems nor provide for every possible contingency to be met in connection with the installation. Should further information be desired or should particular problems arise which are not covered sufficiently for the purchaser's purposes, the matter should be referred to your installing dealer or local distributor.

Note: The manufacturer recommends installing ONLY A.H.R.I. approved, matched indoor and outdoor systems. Some of the benefits of installing approved matched indoor and outdoor split systems are maximum efficiency, optimum performance, and the best overall system reliability.

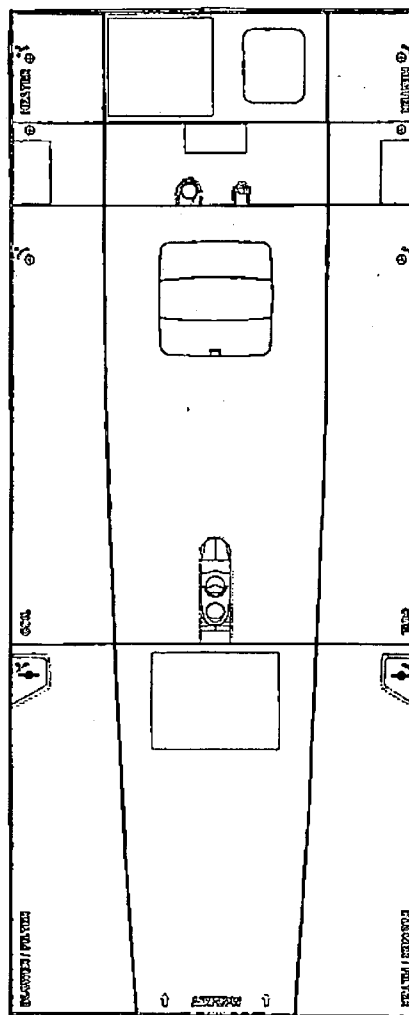
Violation's installers made

Note: Condensation may occur on the surface of the air handler when installed in an unconditioned space. When units are installed in unconditioned spaces, verify that all electrical and refrigerant line penetrations on the air handler are sealed completely.

Important: The GAM5A0C60M51SA air handler applied in downflow or horizontal configurations should not exceed 2000 CFM. Airflow above 2000 CFM could result in water blow-off. For verification, see airflow table.

Important: The GAM5 air handlers will only use the following internal electric heaters:

BAYEAAC05BK1AA
BAYEAAC05LG1AA
BAYEAAC08BK1AA
BAYEAAC08LG1AA
BAYEAAC10BK1AA
BAYEAAC10LG1AA
BAYEAAC10LG3AA
BAYEABC15BK1AA
BAYEABC15LG3AA
BAYEABC20BK1AA
BAYEACC25BK1AA



6.5 Additional Unit Preparation Considerations

For proper installation the following items must be considered prior to moving the unit to its installation site:

- **Important:** *When the air handler is located adjacent to the living area, the system should be carefully designed with returns which minimize noise transmission through the return air grill. Although the air handler is designed with large blowers operating at moderate speeds, any blower moving a high volume of air will produce audible noise which could be objectionable when the unit is located very close to a living area. It is often advisable to route the return ducts under the floor through the attic. Such design permits the installation of air return remote from the living area (i.e. central hall).*
- Pursuant to Florida Building Code 13-610.2.A.2.1, this unit meets the criteria for a factory sealed air handler.
- If a side return is needed for your application, the side return **MUST** be prepared prior to moving the air handler to its installation location. See the Side Return Kit # BAYSRKIT100A Installer Guide for detailed instructions.
- Study the unit's outline drawing and dimensions prior to selecting the installation site. Note in advance which electrical conduit entry points and condensate drain holes are to be used, so that proper clearance allowances can be made for installation and future maintenance.
- Installation of the air handler must be made prior to, or at the same time as, the installation of the outdoor unit in order to allow access for refrigerant lines.
- Consider the overall space needed when external accessories are used, additional height and width requirements may exist.

- These units are not approved for outdoor installation.
- These units must be installed in the proper air flow direction.
- Any third-party heater accessories, including hydronic coils and duct heaters must be downstream of the unit.
- Note: No atomizing style humidifier is allowed in the return plenum with the use of this unit.
- Excessive bypass air may cause water blow-off, which will adversely affect system operation and air cleaner performance. To verify bypass airflow, follow the Bypass Humidifier Pre-Installation Checkout and Set-Up Procedures available through your local distributor. Ask for publication number 18-CH37D1-* Steam and Flow-through Fan Power Duct-mounted Humidifiers. Follow the humidifier installation instructions. These should only be installed on the supply air side of the system.
- Note: *The air handlers have been evaluated in accordance with the Code of Federal Regulations, Chapter XX, Part 3280 or the equivalent. "SUITABLE FOR MOBILE HOME USE."*
- **Important:** *The GAM5A0C60M51SA air handler applied in downflow or horizontal configurations should not exceed 2000 CFM. Airflow above 2000 CFM could result in water blow-off. For verification, see airflow table.*
- Note: *This unit is certified to UL 1995. The interior cabinet wall meets the following:*
 - UL94-5VA Flame Class Listed
 - UL723 Steiner Tunnel Listed for 25/50 Flame/Smoke
 - UL746C Listed for Exposure to Ultraviolet Light, Water Exposure and Immersion

Section 8. Setting the Unit - Horizontal Installation

8.1 Secure Coil (Horizontal Applications)

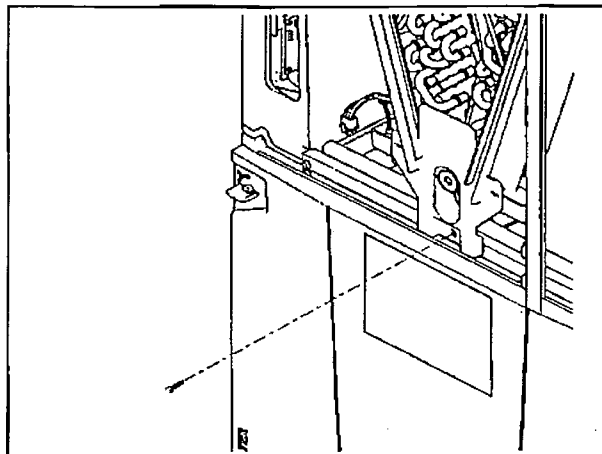
STEP 1 - Remove Coil Panel.

STEP 2 - Remove screw from documentation packet.

STEP 3 - While the air handler is in the upflow position, use the supplied screw to secure the coil seal plate to cross member as shown.

Important: The Coil Seal Plate and screw secure the coil in the center of the air handler. Failure to follow these steps can prevent the Coil Panel from being easily replaced on the unit.

Important: For the 5 ton air handler model GAM5AOC60M51SA, tap 5 should not be used in the downflow or horizontal orientations. Using Tap 5 could result in water blowing off the coil.



8.2 Considerations

Important: Due to the unique design of this unit, which allows the electrical wiring to be routed within the insulation, do not screw, cut, or otherwise puncture the unit cabinet in any location other than the ones illustrated in this Installer Guide or in an approved accessory's Installer Guide.

Important: Make certain that the unit has been installed in a level position to ensure proper draining.

Important: Under no conditions should metal strap-ping be attached to the unit to be used as support mechanisms for carrying or suspension purposes.

STEP 1 - Support the unit from the bottom (near both ends). The service access must remain unobstructed.

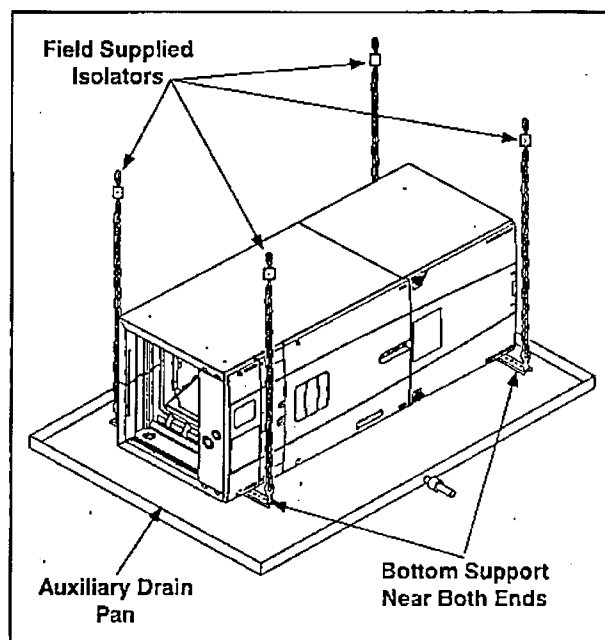
Important: The unit can only be supported from the bottom unless using kit BAYHHKIT001A. Do not drill or screw supports into any area of the cabinet.

Note: Do not allow the unit to be used as strain relief.

- Approved bottom support methods are rails, u-channels (Unistrut®), or other load bearing materials.
- The unit must be isolated carefully to prevent sound transmission. Field supplied vibration isolators are recommended.

STEP 2 - Install an auxiliary drain pan under the horizontal air handler to prevent possible damage to ceilings.

- Isolate the auxiliary drain pan from the unit and from the structure.
- Connect the auxiliary drain pan to a separate drain line and terminate according to local codes.



Note: BAYHHKIT001A Hanging Bracket Kit may be ordered separately.

Important: The BAYHHKIT001A may not be used if the cabinet has been altered per Installer Guide 18-HJ58D1-1.

Section 9. Connecting the Duct work

9.1 Duct Connection Considerations

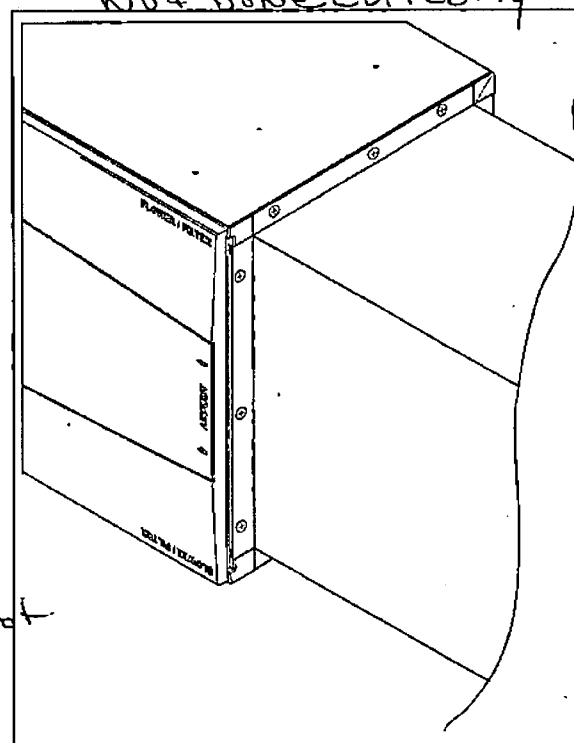
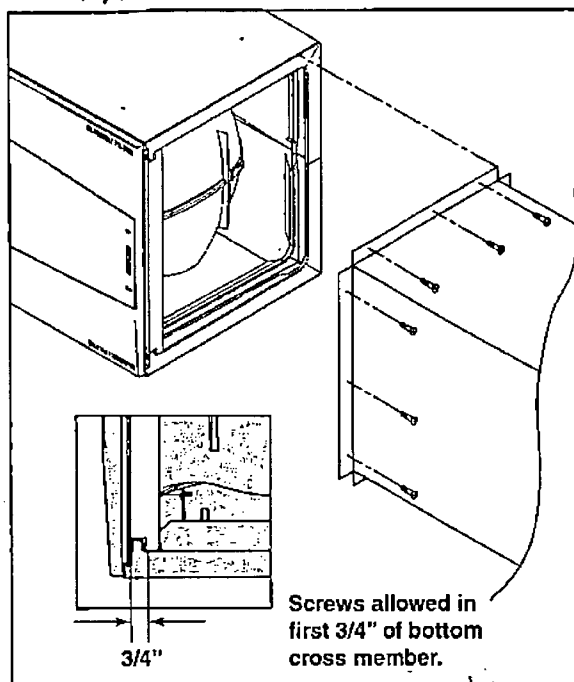
Important: Due to the unique design of this unit, which allows the electrical wiring to be routed within the insulation, do not screw, cut, or otherwise puncture the unit cabinet in any location other than the ones illustrated in this Installer Guide or in an approved accessory's Installer Guide.

Important: Under no conditions should metal strap-ping be attached to the unit to be used as support mechanisms for carrying or suspension purposes.

Important: On units with sheet metal returns: Return air plenum must be flanged. Sheet metal drill point screws must be 1/2" in length or shorter.

- The supply and return air ducts must be connected to the unit with non flammable duct connectors.
- See the Outline drawing for sizes of the duct connections.
- After the ducts are secured, seal around the supply and return ducts to prevent air leakage.
- Insulate all duct work that will be outside of conditioned spaces.
- Convertible Duct Flange Kits are available to connect the supply plenum or for mounting on the discharge opening to provide a "flush fit" for 1-1/2" duct board applications.
- If front or rear return is required, the air handler must be elevated - placed on a pedestal or plenum and duct must be connected to this pedestal or plenum. *1 leg is only 1/2 way on corner*
- If side return is required, the Side Return Kit # BAYSRKIT100A accessory must be used. A remote filter will be required.
- To ensure maximum efficiency and system performance, the existing supply and return duct system static pressures must not exceed the total available static pressure of the air handler. Reference ACCA Manual D, Manual S and Manual RS along with the air handler Product Data and Service Facts for additional information.

X didn't seal has LARGE GAPS all 4 sides, only a few screws that are not connected into AIR HANDLER CABINET.



Mr. Sires never measured to home & did not do a manual for it.

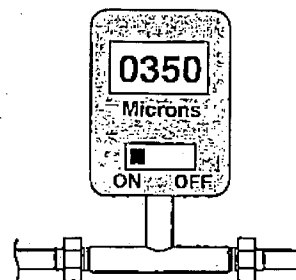
Note: Side return is not approved without Side Return Kit # BAYSRKIT100. More than one Side Return Kit may be necessary depending on the application. Refer to the Installation Guide in BAYSRKIT100 for approved duct connections, sizing, number, transitions, and accessory application.

Note: Duct work must be supported as appropriate. See National and local codes for guidelines. Do not depend on the unit to support duct work.

Air Handler not Return Ductwork, Plenum were properly supported.

Important: Do not open the service valves until the refrigerant lines and indoor coil leak check and evacuation are complete.

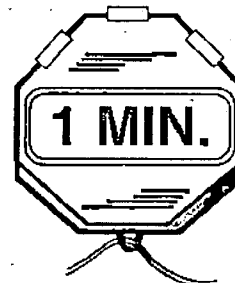
STEP 10 - Evacuate until the micron gauge reads no higher than 350 microns, then close off the valve to the vacuum pump.



STEP 11 - Observe the micron gauge. Evacuation is complete if the micron gauge does not rise above 500 microns in one (1) minute.

Once evacuation is complete blank off the vacuum pump and micron gauge, and close the valves on the manifold gauge set.

Note: Charge system using Outdoor unit's Installer Guide or Service Facts.

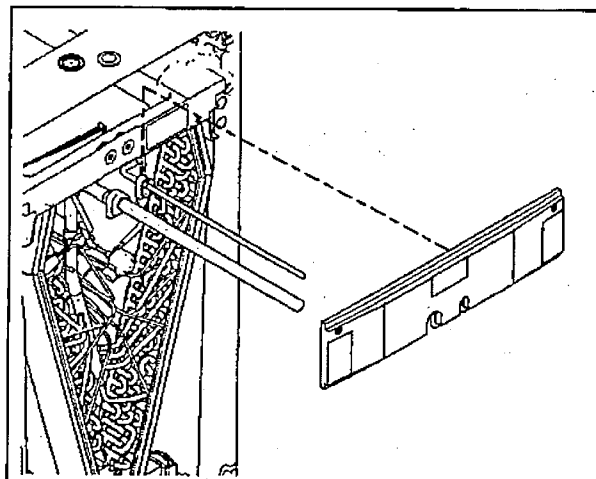
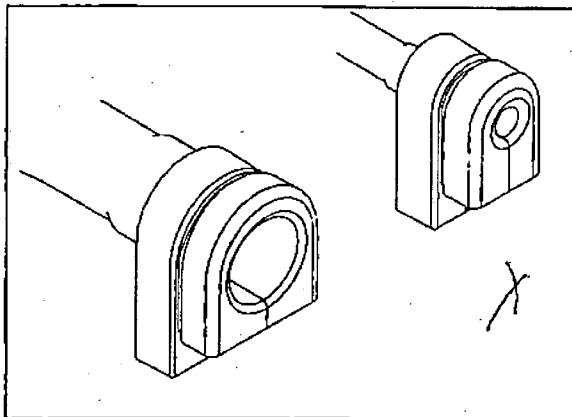
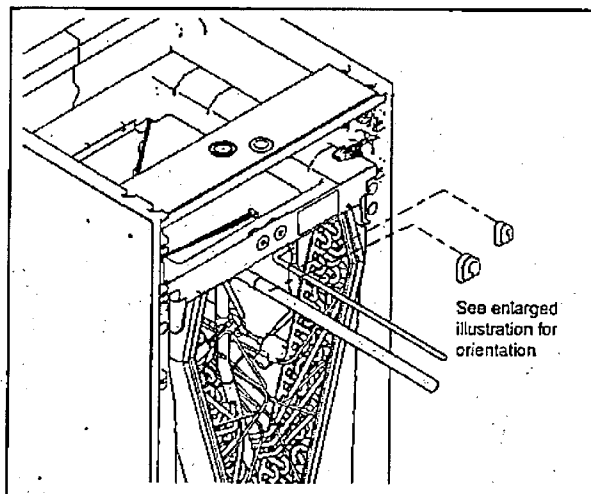


STEP 12 - Replace the Line Set panel.

1. Allow time for tubing to cool.
2. Install grommets to line set piping.

Note: A slight amount of dish soap can be used to aid in the installation of the grommets. Remove any excess from the tubing and grommet after the grommet is installed.

3. Slide the bottom of the Line Set panel down over the refrigerant lines and grommets. The grommets will seal the line openings.
4. Tighten screws on the Line Set panel.



Section 12. Condensate Drain Piping

12.1 Condensate Drain Piping Considerations

- Condensate drain plumbing must comply with national, state, and local codes.
- Route condensate drain lines away from air handler so they do not interfere with access panels.
- Slope the drain lines downward a minimum of 1/4" per foot, support per local codes.
- A 3" minimum distance from the coil panel to the inside of the condensate tubing is recommended for coil panel removal.
- Do not use reducing fittings in the condensate drain lines.
- Do not connect the drain line to a closed drain system.
- Do not use a torch or flame near the plastic drain pan coupling.
- A P-trap is not required for proper drainage due to the positive pressure of the air handler; however, it is recommended to prevent efficiency loss of conditioned air.

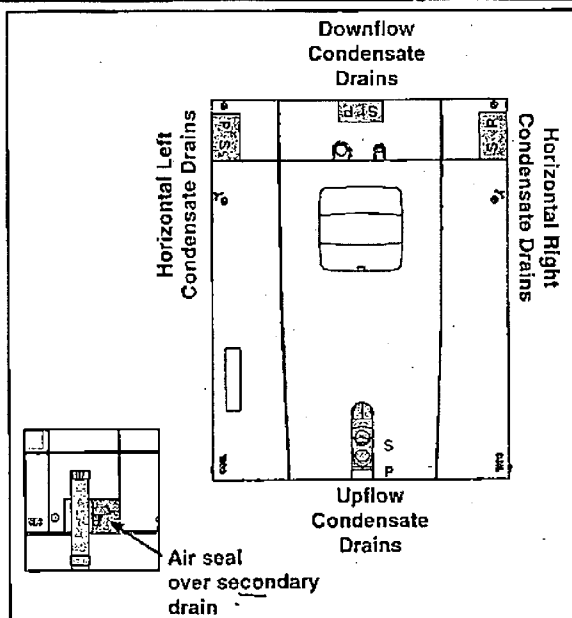
12.2 Connect Condensate Drain Piping

Note: Upflow and horizontal orientations require the Coil panel to be removed in order to make the drain connections. **Note:** Make certain that the unit has been installed in a level position to allow for proper draining.

STEP 1 - Select the drain connections that are oriented for your application.

STEP 2 - Prepare the condensate drain connections.

- From the factory, the unit comes with plugs in both upflow condensate drains and an additional plug in the documentation packet.
- For upflow applications, remove upflow condensate plug(s) and connect condensate piping.
- For all other applications, do not remove upflow condensate plugs. Remove the cover from the needed condensate drain connections and connect condensate piping.
- If the secondary condensate opening is not used, plug the condensate opening with the fitting supplied in the documentation pack. Use scissors to cut the air seal in half and re-install over the unused opening.



Note: A small amount of sealant must be applied around the drain line(s) passing through the panel to prevent air leakage and possible water drips.

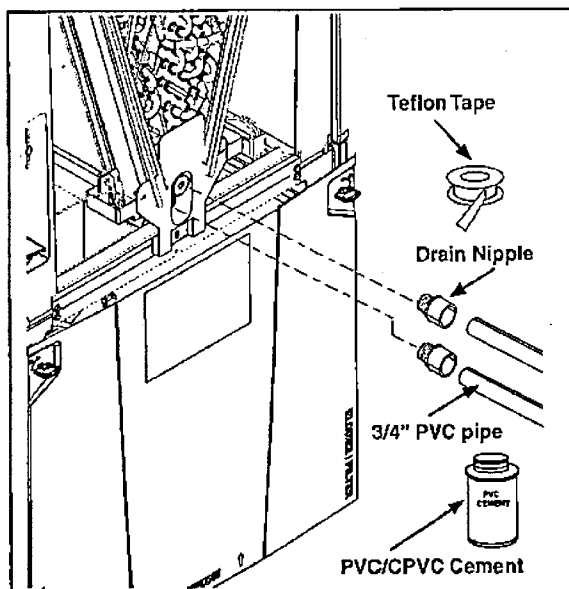
- Dry fit and test clearance for coil panel removal before applying PVC/CPVC cement
- Use Teflon tape on the air handler drain line connections. Do not use pipe joint compound or PVC/CPVC cement on drain nipple.
- Hand tighten the drain pipe.

STEP 3 - For Upflow installations, connect 3/4" PVC pipe to the threaded drain nipple with PVC/CPVC cement. 3" minimum clearance to the condensate piping is needed for coil panel removal. Thread the assembly into the primary drain connection (repeat for the secondary drain connection if used).

Important: For Horizontal and Downflow installations, the following order must be observed:

- 1) Remove panel and insert the 3/4" nipples.
- 2) Reinstall the panel.
- 3) Connect the condensate lines to the nipples.

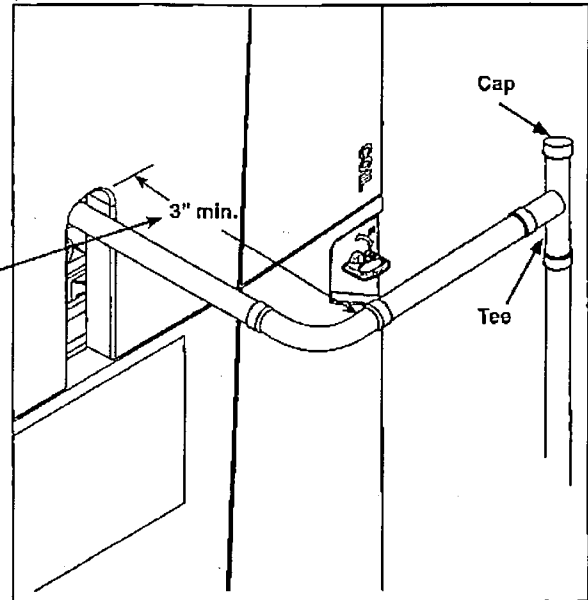
Note: A small amount of sealant must be applied around the drain line(s) passing through the panel to prevent air leakage and possible water drips.



STEP 4 - Install a clean-out tee in the primary drain line for future maintenance. It is recommended that you install a cap on the top of the tee.

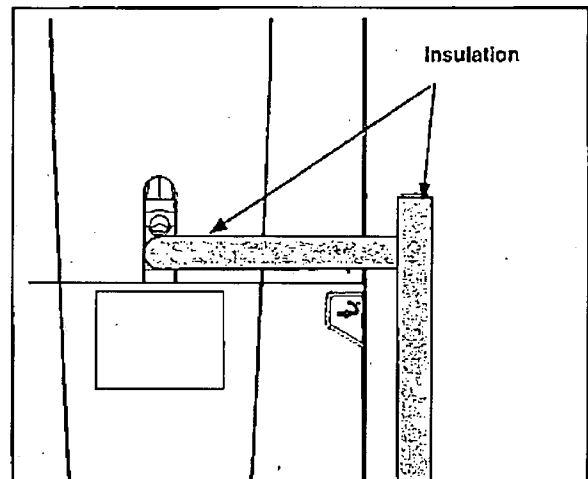
*NO CAP ON cleans out tee
water stays in side tee*

3" minimum clearance is recommended from cabinet to inside edge of tubing



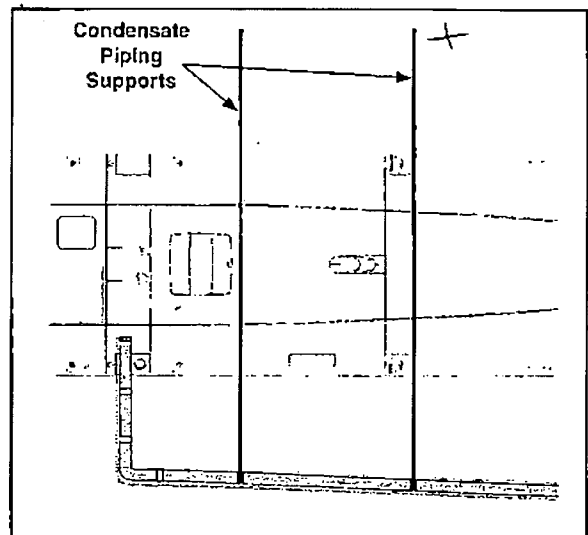
STEP 5 - Insulate the primary drain line to prevent sweating where dew point temperatures may be met. (Optional depending on climate and application needs.)

Provide a means of drainage to prevent winter freeze-up of condensate line. (Optional depending on climate and application needs.)



STEP 6 - Support the condensate piping outside the unit per local codes for proper drainage and to prevent sagging.

Allow 1/4" of downward slope for each foot of pipe.



Section 14. Electrical - High Voltage

14.1 High Voltage Power Supply

The high voltage power supply must match the equipment nameplate.

Power wiring, including ground wiring, must comply with national, state, and local codes.

Field wiring diagrams for supplementary electric heaters are shipped with the heater.

⚠ WARNING

LIVE ELECTRICAL COMPONENTS!

During installation, testing, servicing, and troubleshooting of this product, it may be necessary to work with live electrical components. Failure to follow all electrical safety precautions when exposed to live electrical components could result in death or serious injury.

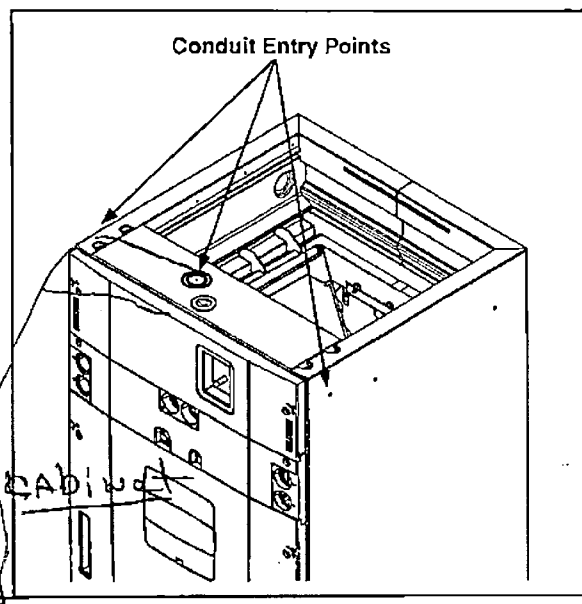
14.2 Make Electrical Connections

STEP 1 - Route High Voltage wiring to unit.

STEP 2 - Select a conduit entry point. Drill a hole for the desired conduit size on units without a plug. A locating target is identified on these units.

Note: Some models may have a pre-molded conduit connection with plug. If a connection hole is already present, remove the plug from the entry point and use as is.

1. Select the entry point you will use to bring in your high voltage wiring.
2. Remove plug from the entry point.

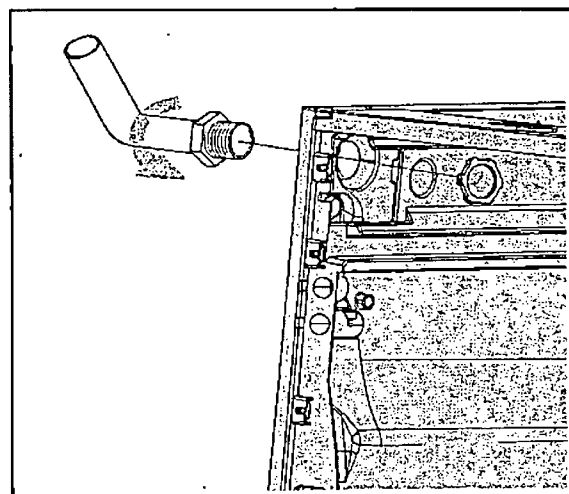


*Since drill a 3/4" new hole into the cabinet
did not use the connection holes
already present in cabinet that
were pre-molded*

STEP 3 - Route conduit (if used) to the entry point and connect.

1. Use one hand to secure the conduit nut from inside of the heater compartment.
2. Connect a field supplied 3/4" or 1-1/2" conduit to conduit nut.

Note: Reducing bushings may be required for your application.



Freeze Protection

1. The EVC control has the ability to sense when the coil is beginning to ice. When this event occurs, the contacts to the YO circuit will open and de-energize the OD unit.
2. The indoor blower motor will continue to run to aid in defrosting the coil. After the coil has sufficiently defrosted, the YO contacts will close and cooling operation will begin again.

Fan Off Delay

1. The TDR has a dip switch that can enable a 90 second fan off delay anytime a fan call is made from the comfort control. The factory default is ON. To disable the delay, turn power off to the unit, turn the dip switch to the off position and turn power back on to the unit.

Section 20. Checkout Procedures

20.1 Operational And Checkout Procedures

Final phases of this installation are the unit Operational and Checkout Procedures. To obtain proper performance, all units must be operated and charge adjustments made in accordance with procedures found in the Service Facts of the Outdoor Unit.

CHECKOUT PROCEDURE

After installation has been completed, it is recommended that the entire system be checked against the following list:

1. Be sure unit suspension (if used) is secure and that there are no tools or loose debris in or around or on top of the unit. []
2. Properly insulate suction lines and fittings. []
3. Properly secure and isolate all refrigerant lines. []
4. Verify that all electrical connections are tight. []
5. Check all duct outlets; they must be open and unrestricted. []
6. Check drain lines and be sure all joints are tight. []
7. Be sure the return air filter is installed. []
8. Be sure that the correct airflow setting is used. (Indoor Blower Motor). []
9. Operate complete system in each mode to verify proper performance. Verify operation of supplementary electric heater. []

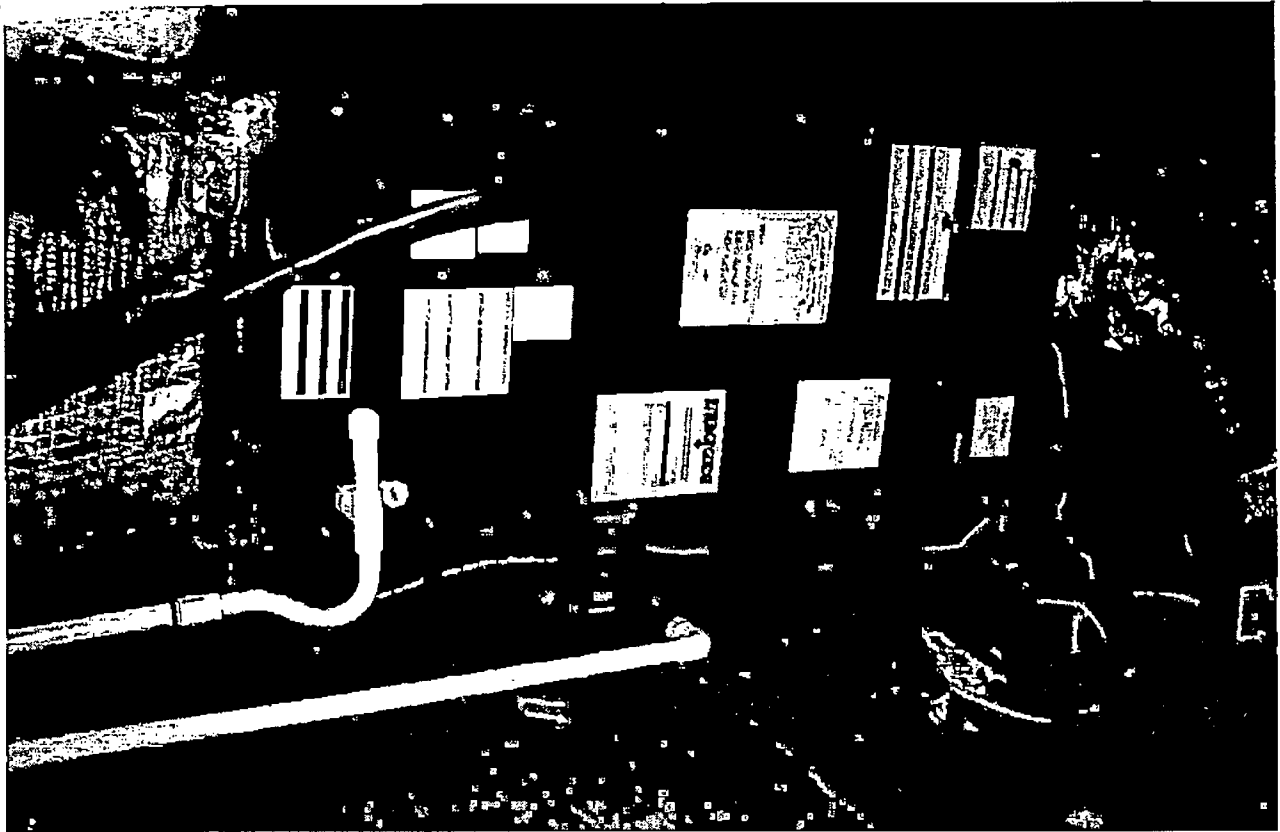


6200 Troup Highway
Tyler, TX 75707
www.trane.com
www.americanstandardair.com

The manufacturer has a policy of continuous product and product data improvement and it reserves the right to change design and specifications without notice.

© Trane U.S. Inc. 2012

Sires | JACK | Judge

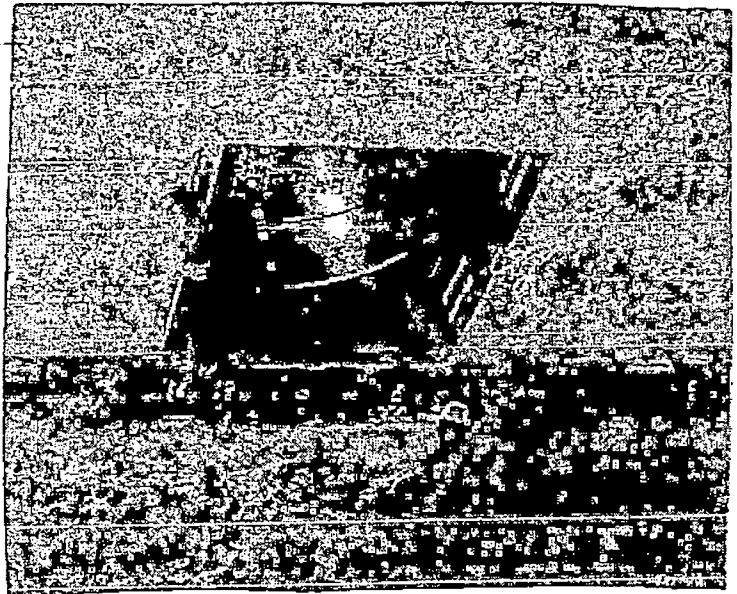


1.4 6" LEGS
 Proper install of drain lines

Bid Violation Legs only 1 1/2 to 2" out drain pan
 Bid states "6" so the Air handler would
 be properly sealed

Shafts (e.g., Duct, Flue)
 Building America Solution Center (<https://basc.pnl.gov>)
 Last Updated: 08/15/13

Published on Building America Solution Center (<https://basc.pnl.gov>)



Shafts (e.g., Duct, Flue)

Last Updated: 08/15/2013

Scope

Air Sealing

- A. Install a continuous rigid air barrier material to separate the exterior from the conditioned space.
- B. Using a saw or drill, cleanly cut all penetrating holes no more than 1/2 inch larger in diameter than the penetrating object to allow for proper air sealing.
- C. Seal all gaps, and holes to unconditioned space with caulk or foam. Fibrous insulation is not an air barrier and cannot be used for sealing gaps.
- D. Use high temperature caulking along with flashing or UL-rated collars. Install them continuously around all combustion flues while maintaining proper clearance from combustion materials.

ENERGY STAR Notes:

ENERGY STAR recommends using a rigid air barrier, but it is not a requirement.

Description

Install air barriers around duct and flue shafts in the attic floor to prevent air leakage between the living space and the attic and to allow full insulation levels to be installed around the duct or flue. Air barrier material around duct shafts can include thin sheet goods such as rigid insulation, dry wall, OSB, or plywood. Air barriers around flue shafts should be made of a heat-resistant material such as sheet metal. These materials may be installed by insulators, framers, or drywallers. This task should be included in the contract for the appropriate trade depending on the workflow at specific job sites.

Air barrier effectiveness is measured at the whole-house level. High-performance branding programs and the IECC code require that builders meet specified infiltration rates at the whole-house level. See the "compliance" tab for these specified infiltration rates.

How to Seal a Duct Boot to the Ceiling

1. Seal all sides of the duct boot to the gypsum board with spray foam or caulk. Apply mastic or metal tape to all duct seams and joints. - Spray foam air seals the boot to the ceiling
2. Add insulation to the specified attic insulation depth.

Ensuring Success

Blower door testing, which is conducted as part of the whole-house energy performance test-out, may help indicate whether duct and flue openings to unconditioned space (such as an attic) have been successfully sealed. An infrared camera can be used in conjunction with the blower door testing to detect air leakage and heat loss at the duct and flue shaft openings, if a sufficient temperature difference exists between the unconditioned and the conditioned space of the house. An experienced technician can also check for air leaks beneath the knee walls with a smoke pencil or by feeling with the back of the hand.

Adjustable Elbows

Manual Volume
Dampers

Wye Branch

Round Duct Reducers

Round Pipe KD

Takeoffs & Start Collars

Register Cans

Return Air Cans

Register Boots

45 Degree Adjustable
Elbows

Registers and Vents

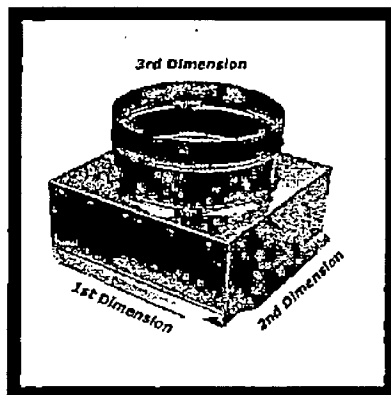
Air Conditioner Duct

Saddle Taps

Tools

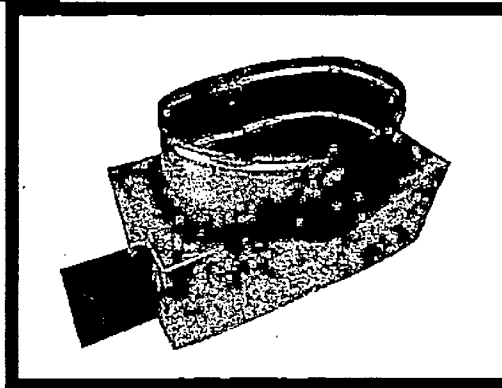
Register Cans

Sort by: Featured Items



Our premium HVAC Ceiling Boxes are the perfect fitting to use when you need to put a register in the ceiling to supply air in any room. All Ceiling Boxes are manufactured from the highest of quality galvanized steel. Sizes listed are the box opening widths, then the round size as the last dimension. They have a plaster ground flange attached for easy finishing to your plaster or drywall.

Watch this video to see the COMPLETE difference between C-boxes and B-boxes!



Duct Installation Tips & Tricks — Attach the ceiling box securely to the ceiling framing with nails or screws. In many applications where your duct

Sheet metal ceiling or sidewall register vent box fittings

is laying on the ceiling members, you may want to attach a 90 degree elbow adjusted to a 45 degree angle or possibly even a 45 degree adjustable elbow to the round collar on the ceiling box and then attach your Flexible Duct or Sheet Metal Duct to the elbow. This will provide the best possible airflow for your systems efficiency. We recommend that you seal the seams with a duct sealant after installation to prevent any air leakage; this will increase the efficiency of your heating and air conditioning system and reduce your utility bills. See Duct Duct Installation Tips & Tricks for Flexible Duct or Sheet Metal Duct, depending on which type you will be attaching to.

Top Sellers

1



10X6X6 Rectangular
Ceiling Register (B-
Box)
\$18.99
[Add To Cart](#)

2

14X6X8 Rectangular
Ceiling Register (B-
Box)
\$23.99
[Add To Cart](#)

3

8X6X6 Rectangular
Ceiling Register (B-
Box)
\$14.99
[Add To Cart](#)

4

8X4X4 Rectangular
Ceiling Register (B-
Box)
\$14.99
[Add To Cart](#)

5

12X6X8 Rectangular
Ceiling Register (B-
Box)
\$20.99
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New Products

14X10X10 Rectangular
Ceiling Register (B-Box)
\$23.99
[Add To Cart](#)

14X10X9 Rectangular
Ceiling Register (B-Box)
\$23.99
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14X8X10 Rectangular
Ceiling Register (B-Box)

14X8X9 Rectangular
Ceiling Register (B-Box)
\$23.99

14X8X8 Rectangular
Ceiling Register (B-Box)
\$23.99
[Add To Cart](#)



DMA

Proselect

Pro Select

JPL

Duro Dyne

Diversitech

Design Polymeric

Ferguson

Tyco

Jiffy Chuck

[See all brands](#)

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Your First Name:

Your Email Address:

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1-800-683-7144
 Call or Email us Today

[PRODUCTS](#)
[COMMERCIAL](#)
[SPEC SHEETS](#)
[CONTACT US](#)
[LOCATIONS](#)

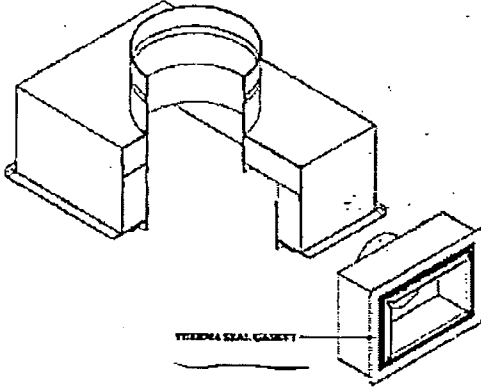
RESIDENTIAL AND COMMERCIAL AIR DUCT PRODUCTS

CROWN PRODUCTS KNOWLEDGE DATABASE

[Main](#) > [Residential](#)

MODEL No. 1575-G Framed Box w/ Therma Seal Gasket, Silver Interior

No. 1575-G Framed Box - fabricated from 30ga. galvanized steel and insulated with 1½" insulation, R-6. Silver interior with ½" outboard flange and ½" drywall flange. Therma Seal Gasket applied to flange to seal box to drywall.



[Download a Printable Spec Sheet](#)

How to Install a HVAC Ceiling Box

Attach the ceiling box securely to the ceiling framing with nails or screws. In many applications where your duct is laying on the ceiling members, you may want to attach a 90 degree elbow adjusted to a 45 degree angle or possibly even a 45 degree adjustable elbow to the round collar on the ceiling box and then attach your Flexible Duct or Sheet Metal Duct to the elbow. This will provide the best possible airflow for your systems efficiency. We recommend that you seal the seams with a duct sealant after installation to prevent any air leakage; this will increase the efficiency of your heating and air conditioning system and reduce your utility bills. See Duct Installation Tips & Tricks for Flexible Duct or Sheet Metal Duct, depending on which type you will be attaching to.

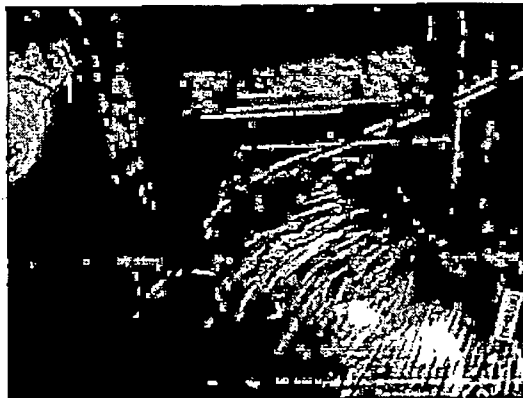


Exhibit G

place ~~stand out~~ ~~345~~ ~~improve~~
NEVER STOP IMPROVING

- SALE -

53770 HAWT-ALURV	25.72
4 3	6.43

DISC: 27 7d

STORE: 2464 TERMINAL: 02 03/05/12 09:38:09
OF ITEMS PURCHASED: 4

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED
DATE 08-22-2011 BY 60322 UCBAW

WE HAVE THE LOWEST PRICES, GUARANTEED!
IF YOU FIND A LOWER PRICE, WE WILL BEAT IT BY 10%.
SEE STORE FOR DETAILS.

* FOUR OPINIONS COUNT! *

* REGISTER TO WIN A \$5,000 LOVE'S GIFT CARD! *

* REGISTRESE PARA GANAR UNA TARJETA DE REGALO LOVE'S! *

*

* REGISTER BY VISITING WWW.LOVES.COM SURVEY *

* #TUTU7X SURVEY *

Exhibit E

E Mail

Mastic/Boots

Friday, April 13, 2012 3:14 PM

"Derrick Weddle" <derricksdn@yahoo.com>
Clintsires@gmail.com

Dear Clint,

What is the name brand of the mastic and manufacturer used at 155 Foxborough? You can come in and tear out all the incorrectly installed old boots and install new boots and repair the 23x18 hole in the attic from plenum. I want all of the mastic removed that is on top of the boots and sheetrock. All new boots are to have a metal strap to secure them. I want the grill to be screwed in to the flange of the boot. All boots need to have new blocks. It is not acceptable and a safety issue for the screws to be screwed on an angle. Remove/cleanup all the mold and mold spores in the attic around all boots. Remove all mastic and mold in the interior of the home at boots. You may use plaster on top of the sheetrock and any EPA caulking or foam fill around the boots. I do not want any duct tape on the bottom of the boots as you have it now.

Since you are unwilling to move the outside stand and remove and replace the osb board with 3/4 inch plywood and 2x6 supports and raise the ductwork I will get some estimates to do this work. As soon as I get some estimates to do this work I will mail it to you and to any of the three attorneys that you will be using. None of your attorneys have contacted me yet and I checked on the four liens that you said that was on the property at 155 Foxborough and the search of the Clerk of Court and Registrar of Deeds in Berkeley County shows no liens or judgments as I told you. There were none. I expect an answer from you on the four liens that you accused the property of having. Are you going around telling people that I have liens on my property? Your words and attitude of not caring about the job at 155 Foxborough when you stated that you have not given one thought toward the property and that you have since gone on and made a lot of money shows your lack of professionalism and lack of responsibility. I was mistaken about the fact that you cared about your reputation.

I need the hard copy of the 10 year extended labor warranty. I will come to your home to get the copy. Are not mechanical contractors required to have a legal place of business address? Call me or e-mail me when I can pick it up and call me or e-mail me about when you can do the boots.

What is the time frame so that I can pay you for your work that you did correctly and so that you can apply the \$800.00 for the 10 year labor warranty?

The mechanical contractor that I hire to do the balance of the job that you refuse to do can he apply for my 10 year labor warranty if I pay him the \$800.00?

Could you give me the name of your Attorney so that I can furnish him with the copies of our correspondence?

Sincerely yours,
Rick Weddle

155 Foxborough boots and registers

"Derrick Weddle" <derricksden@yahoo.com>
Clintsires@gmail.com

Wednesday, April 11, 2012 1:53 PM

*so that the registers covers when
installed will have a close
A.I.R. tight seal*

Dear Clint,

Per my conversation with Trane Corp. today concerning the below average installation of the boots they told me to contact my installer and have them come back out and correct the problems with the boots as soon as possible.

I called them on my 10 year warranty to see what it covered and they said to contact the installer and that there is a paper application with the terms and conditions on the back and that I should already know what my extended warranty covers. I repeatedly asked you for it and you said that the Trane dealer would be mailing it to me. But according to them there is a paper application that you could have given me to read. I questioned them about my 10 years warranty because the boots are improperly installed and the mastic already has black mold growing on it already which can be seen from inside the house whether it would void my warranty. They said check with your installer that she could not answer the question.

After our conversation Monday April 2, 2012 I pulled all the vents down and discovered the improper installation and workmanship, mold, extensive use of mastic. After speaking with two reliable sources they said that the boots must come out flush with the ceiling to be correctly installed. Initially, I thought the mastic was caulk on the first three I pulled, but on further investigation it was discovered it was mastic. On your proposal you were to use mastic on the duct system and insulation and certainly not to use it as plaster on the sheetrock. You have used mastic which is a rubber product improperly on the top of my sheetrock so you pretty much glued them together.

Due to it being rental property, I am concerned with the health hazards of using mastic in the interior of the home. I have checked with the supply houses that serve the installers and they said that mastic is only to be used on duct system and insulation and not to be used in any other application. They said it certainly not to be used on sheetrock.

I found insulation in the den ducts from the attic and I have typed up a rough draft concerning each boot and I can mail it to you or give it to you tomorrow or as soon as possible when you come to 155 Foxborough and address these issues. I have been waiting since March 16th, 2012 for you to call me for an appointment to correct the improper installation problems. I have patiently awaited for you to come out and correct the workmanship issues. You did not and now I have a mold issue. I need to know if you are going to correct the installation problems or I am going to have to hire another contractor to correct the issues and incur the expense of an air-flow pressure check and a mechanical inspection. Any additional out of pocket expense i.e. legal and all damages, contractors, tests etc. to mitigate the damage will be submitted to you to offset the \$9,000.00 that I presently owe you at the completion of the job. You never really gave me a contract only a proposal. So we both need to pull together and resolve this time consuming, frustrating, worrying unpleasant ordeal.

What is your legal business address? You told me that you did not have a business address and worked out of your home. I spoke with State and I was told that as a mechanical contractor you must have a legal business address. Where did you get your mastic from and what brand name was used. *that was used on sheetrock*

The 23x18 inch hole that you left open from the old return, it might be necessary for you to put sheetrock there as plywood is not to code and wood is a fire issue according to the City of Goose Creek building department. The hole that you left open is allowing air and moisture to infiltrate the space of the home. The hole is a human health hazard if someone should fall in the hole.

All of the registers have been pulled and will be left down awaiting your inspection.

I hope that we can settle our differences amicably.

Time now is of the essence. This is to serve as your legal ten (10) notice and I will expect to hear from you by April, 23rd, 2012.

Sincerely, Rick Weddle

Booth one to be flush with the registers

YAHOO! MAIL

Re: Fwd: 155 Foxborough Dr. Hvac quote

Wednesday, February 29, 2012 5:21 PM

"Clint Sires" <clintsires@gmail.com>

"Derrick Weddle" <derricksdn@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 24 inches 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: "Derrick 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: clintsires@carolinacomfortspecialists.com; clintsires@gmail.com

* Stand is moved out approx. 5 1/2 - 6"
from the eave

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

Case No. 2012-CP-08-1869

RECEIVED

NOV 17 2016

SC Court of Appeals

Linda McGee Weddle and
Derrik L. Weddle Appellants,

v.

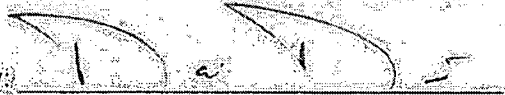
Carolina Comfort Specialists, LLC Respondent.

NOTICE OF APPEAL

Linda McGee Weddle and Derrik L. Weddle appeal the Order granting judgment for Respondent Carolina Comfort Specialists, LLC issued by the Honorable Dale Edward Van Slambrook dated May 24, 2016 and filed May 26, 2016, and the Order denying Appellants' Rule 59 Motion issued by the Honorable Dale Edward Van Slambrook dated and filed October 13, 2016. Appellants received written notice of the entry of the final order on October 14, 2016. A copy of each of the Orders is attached hereto.

[Signature page follows]

THE LAW OFFICE OF DAVID C. DICK

By: 

David C. Dick
211 King Street, Suite 104
Charleston, South Carolina 29401
Phone: 843-641-7320
Fax: 843-410-2804
ddick@dicklawoffice.com

Attorneys for Appellants

Charleston, South Carolina
November 11, 2016

Other Counsel of Record:

Frank Cisa
Cisa and Dodds, LLP
858 Lowcountry Blvd. Ste. 101
Mt. Pleasant, SC 29464

Attorneys for Respondent

RECEIVED

NOV 17 2016

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

FORM 4

JUDGMENT IN A CIVIL CASE

SC Court of Appeals

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: _____

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 court. Note: Title abstractors and researchers should refer to the official court order for judgment details.

Master in Equity

3079
Judge Code

Date

SCRCP Form 4C (12/2011)

Page 1

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)

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

ORDER OF JUDGMENT

RECEIVED

NOV 17 2016

SC Court of Appeals

MAILED
CLERK OF COURT
BERKELEY COUNTY, S.C.

16 MAY 26 AM 9:34

FILED

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 meruit.

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. Weddle'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 Plaintiff'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 Plaintiff 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. Glasscock 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. Seahrook, 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

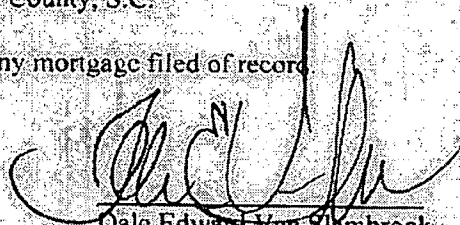
Clerk of Courts for Berkeley County, S.C.

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)

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

RECEIVED

NOV 17 2016

SC Court of Appeals

ORDER DENYING THE DEFENDANTS'
RULE 59 MOTION

FILED
CLERK OF COURT
BERKELEY COUNTY, S.C.
16 OCT 13 PM 3:50

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.

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

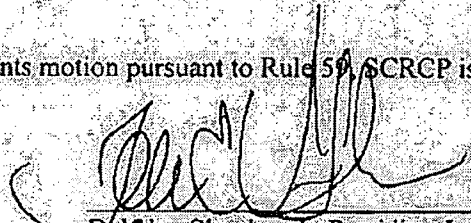
As to Defendants' contention that the Plaintiff failed to provide a warranty to the Defendants in the amount of \$800.00, it does not appear that the warranty claim was adequately pled or explained during the trial. There was not adequate testimony as to the existence or the scope of the warranty.

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, SCRPC is denied.

AND IT IS SO ORDERED!


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

This 13 day of October, 2016
Monika Carr, S.C.

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

Case No. 2012-CP-08-1869

RECEIVED

NOV 17 2016

SC Court of Appeals

Linda McGee Weddle and
Derrick L. Weddle.....

Appellants,

v.

Carolina Comfort Specialists, LLC.....

Respondent.

PROOF OF SERVICE

I certify that I have served the Notice of Appeal on Respondent Carolina Comfort Specialists, LLC by hand delivering a copy to its attorney of record, Frank Cisa, Esquire, 858 Lowcountry Blvd, Suite 101, Mt Pleasant, SC 29464.

November 11, 2016


David C. Dick
Law Office of David C. Dick, LLC
211 King Street, Suite 104
Charleston, SC 29401
(843) 641-7320
Attorney for the Appellants

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 L. Weddle.....Appellants,

CERTIFICATE OF COUNSEL

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

August 23, 2017



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

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SC Court of Appeals