

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

Robert E. Hood, Circuit Court Judge

Case No. 2016-CP-40-1536

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SC Court of Appeals

Raymond J. Malejko and Cristine Malejko, individually and in the interests of a
minor child, Appellants,

v.

Todd Corley, Janet Loper, NextGen Real Estate, LLC, Thomas Humphries, Dr.
Roofs, Inc., Ray Mooneyham, Mooneyham Solar & Electric, Professional Home
Inspections, Inc., Corley Enterprises, Inc. of South Carolina, and DBR Franchising,
LLC, Defendants,

Of whom Janet Loper and NextGen Real Estate, LLC are Respondents.

RECORD ON APPEAL
VOLUME II

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STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NO.: 2015-CP-40-480

Raymond J. Malejko and Cristine Malejko,)
individually and on behalf of their minor)
child, Stephanie Malejko,)

Plaintiffs,)

v.)

Todd Corley, Janet Loper, NextGen Real)
Estate, LLC, Thomas Humphries, Dr. Roofs,)
Inc., Ray Mooneyham, Mooneyham Solar &)
Electric, Professional Home Inspections,)
Inc., Corley Enterprises, Inc. of South)
Carolina, and DBR Franchising, LLC,)

Defendants.)

RICHLAND COUNTY
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JEANNETTE W. MCBRIDE
C.C.P. & G.S.

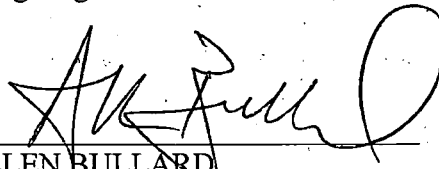
PLAINTIFF'S RESPONSE TO
DEFENDANT JANET LOPER/NEXTGEN REAL ESTATE'S
MOTION FOR SUMMARY JUDGMENT

Defendants Janet Loper and NextGen Real Estate filed a motion for summary judgment as to all causes of action raised by Plaintiff dated April 7, 2017. Plaintiffs' response follows.

Summary judgment is appropriate when the pleadings, depositions, affidavits, and discovery on file show there is no genuine issue of material fact such that the moving party must prevail as a matter of law. Fleming v. Rose, 350 S.C. 488, 493, 567 S.E.2d 857, 860 (2002); Rule 56(c), SCRCP. "When determining if any triable issues of fact exist, the evidence and all reasonable inferences must be viewed in the light most favorable to the non-moving party." Fleming, 350 S.C. at 493-94, 567 S.E.2d at 860 (citation omitted). In order to withstand a motion for summary judgment in cases applying the preponderance of the evidence burden of proof, the non-moving party is only required to submit a mere scintilla of evidence. Hancock v. Mid-South

Management Co., Inc., 381 S.C. 326, 330, 673 S.E.2d 801, 803 (2009). In cases requiring a heightened burden of proof, the non-moving party must submit more than a mere scintilla of evidence to withstand a motion for summary judgment. Turner v. Milliman, 392 S.C. 116, 708 S.E.2d 766 (2011).

Based upon the previously submitted affidavits of Carton Segars and Raymond Malejko, the attached excerpts from depositions taken in this matter to date and other documents attached hereto, Plaintiffs submit that they have presented sufficient evidence to meet their burden of proof as to each of the causes of actions they have brought against the movants.



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July 25, 2017.

Janet Loper created a fake letterhead for the roofer and presented it to the Malejkos as if it originated from the roofer

**Commercial Service Co Inc
Columbia, SC
803-600-0541**

March 25, 2014

Roof Repairs

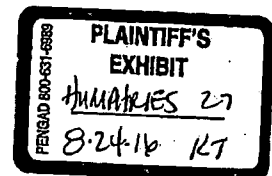
Job: 141 Fox Crossing, West Columbia SC 29170

Description: Repair roof leak appearing in front bedroom to right of entry.

1 year no-leak warranty, for this location only, Included until March 1, 2015

Install 2 ridge vents at top and left ridge line to allow maximum air flow through attic. Leak free performance warranty for 1 year until March 8, 2015

Thomas Hamilton



1 at the property while it was being done; it was
2 just the sub?

3 A I believe that's correct.

4 Q Okay. So there wasn't any -- any other work, based
5 on the work done that day, that you thought needed
6 to be done in addition to what was -- what was
7 performed?

8 A No. There was not.

9 Q Okay. Why the change from the two-year leak
10 warranty to the one-year leak warranty?

11 A I mean, it should've just stayed two years. I
12 didn't -- must have been a typographical error.

13 Q Okay. Who prepared Exhibit 27?

14 A To my best of my knowledge, I think Ms. Loper made
15 it up for me.

16 Q Ms. Loper made it up?

17 A I believe.

18 Q Did anybody at Commercial Services Company or Dr.
19 Roofs review it?

20 A I don't believe so.

21 Q Okay. So it's not really something that came from
22 you then, is it? Something Mrs. Loper generated?

23 A I believe that's the way it is, just to give them
24 something that makes them -- to make them know they
25 had a warranty on the roof that I was going to back.

1 up.

2 Q Who is Thomas Hamilton?

3 A I think that -- when she made it, she didn't know

4 my name correctly and made -- made a -- obviously

5 misspelled it.

6 Q Okay. So, if I understand correctly: Other than
7 the fact that Commercial Services Company name is
8 at the top of this, Commercial Services Company had
9 nothing to do with the creation of this document?

10 MR. ANDERSON: Object to the form of the
11 question.

12 MR. DRIGGERS: Same objection.

13 A I don't understand. Repeat the question.

14 Q Sure. I think you just told me that you didn't
15 draft this document; is that right?

16 A That's correct.

17 Q All right. And you didn't review it?

18 A I didn't review the name. I did -- did agree to
19 what was being written on there.

20 Q Okay. But the warranty is not the same as the
21 original warranty, right?

22 A It doesn't appear to be, and it -- but it -- but I
23 would've -- I would've granted the original.

24 Q Okay. So you've reviewed everything but the name
25 on here?

1 Q -- tell me -- tell me what he told you. That's --
2 that's really what I want to know.

3 A He said, "Everything -- everything looks fine." He
4 says, "I'll issue you the letter. Janet, I'll send
5 it to you on e-mail that says what I said, that I'm
6 going to do the one-year that guarantees them that
7 over the bedroom," because that was the area that
8 he fixed and addressed. Now, he did the ridge
9 vents up there, so I don't know how that works.

10 Q Is Exhibit 27 the letter that he sent?

11 A Yes.

12 Q Okay. And did he -- and he sent to you or Mr.

13 Corley or . . .

14 A He sent it to me --

15 Q Okay.

16 A -- and then I forward that on to the Malejkos.

17 Q Okay. When you got it, did you -- did you have any

18 concern that his name was not on it properly? (It

19 said Thomas Hamilton instead of --

20 A That was my mistake. (When he sent it to me in a e-

21 mail, I copied this part right here and put it in a

22 formal document is what I did.)

23 Q I see.

24 A But when I typed -- instead of typing his name --

25 his last name correctly, because his -- if you go

1 back, you have a copy of the original e-mail that
2 he sent me from his e-mail address, and I typed the
3 name wrong, but you have the original e-mail that
4 he sent me with that exact verbiage.
5 Q Okay. So if I -- I just want to make sure I
6 understand. He sent you an e-mail with everything
7 on here but his name --
8 A Right.
9 Q -- and you just copied and pasted it onto this
10 document that --
11 A Yes.
12 Q -- which is 27?
13 A Yes. And just referenced his name there, but that
14 was definitely my mistake, as far as doing --
15 Q Okay.
16 A -- his name right. But you have the original e-
17 mail that supports that, that it came from him --
18 Q I think --
19 A -- with all that wording.
20 Q I think it's the next one. I think it's 28.
21 A Yeah. There you go.
22 Q So you copied and pasted this e-mail into the --
23 A Yes, sir.
24 Q -- into the document that is Twenty --
25 A Yeah.

1 Q -- seven?

2 A Uh-huh.

3 Q Did you put "Commercial Services Company, Inc." up
4 at the top like that?

5 A I did --

6 Q Okay.

7 A -- because that was a heading on the e-mail.

8 Q Did it -- did you have any concern that there was
9 no mention of his inspection in the roof on the e-
10 mail or the -- or the -- on 27 or 28?

11 MR. DRIGGERS: Object to form.

12 A Repeat that again.

13 Q Did you have any concern that Mr. Humphries' e-mail
14 did not mention anything about the inspection he
15 had performed on the roof --

16 MR. DRIGGERS: Object to the form.

17 Q -- where you asked him to walk around and check and
18 see if there were any other problems?

19 A He did not indicate that on here, but his testimony
20 stands, you know, of what he actually did and what
21 I asked him to do --

22 Q Okay.

23 A -- but --

24 Q But, at the time when you received that e-mail, did
25 it cause you any concern that, "Wait a minute.

During the re-inspection of the property
Janet Loper told the home inspector what
items to check

1 A Yes.

2 Q And you talked about when you do a re-inspection
3 that is a visual inspection done by you, directed
4 towards those areas addressed in your initial
5 report?

6 A Yes.

7 Q You went on to -- to say -- and I think it's in
8 your affidavit -- that you -- in Paragraph 12 --
9 this is Exhibit 66.

10 A They don't seem like they're in order.

11 Q In Paragraph 12, the second sentence, it says, "In
12 conducting this re-inspection, I simply confirmed
13 if a repair for a particular item had been made";
14 is that correct?

15 A Yes.

16 Q (And, as I understand your testimony, when you went
17 back for the re-inspection, Ms. Loper had some sort
18 of list or checklist that you and she were going
19 back and forth with?)

20 A (Yes.)

21 Q (And -- well, who -- who was -- who had that list?
22 Was that her or you, or were -- were you both --)

23 A (She had the list.)

24 Q (Were you looking at the list that she had?)

25 A (Not that I can remember.)

1 Q So would it have been a situation where she had a
2 list and may have directed you to an item or an
3 area?

4 A Yes.

5 Q And when she would say, "How about this?" or "How
6 about that?" what would you then do?

7 A I would go check that particular item.

8 Q All right. And I understand that -- that your
9 policy in your affidavit says that you were not
10 making any -- any type of guarantees regarding the
11 quality of the work; is that right?

12 A That's correct.

13 Q And you were there to simply confirm that work had
14 been done?

15 A That's correct.

16 Q Did you tell Ms. Loper and Mr. Malejko, during the
17 re-inspection, that work had been done, "work"
18 being items that were addressed in your January
19 report?

20 A The items that she asked.

21 Q And those were items that were contained in your --
22 some of which were, at least, contained in your
23 January report?

24 A I would think so, yes.

25 Q And Paragraph -- Paragraphs 11 and 12, to me, seem

Janet Loper knew house was
previously Lori Corley's mother's home

1 MR. ANDERSON: That's fine. That's fine.

2 Q Okay, Ms. -- Ms. Loper. This --

3 MR. BULLARD: (To the court reporter) What
4 number are we?

5 THE COURT REPORTER: Forty-four.

6 MR. BULLARD: Forty-four?

7 THE COURT REPORTER: Yes, sir.

8 Q Exhibit Number 44 on the -- well, why don't you, if
9 you can, tell me what this is?

10 A This is just a form that, when I started my in-
11 house company, it's just a internal thing that I
12 like to use to learn and know and keep record on
13 people just for check-and-balances and just looking
14 at things and where somebody come from, how I
15 actually acquired the opportunity, and so forth.
16 This is just something that I created.

17 Q All right.

18 A That's all this is, just a -- just an internal
19 little sheet.

20 Q Okay. And on the line that says "owner name," it
21 says "Todd Corley," and then in parentheses it says
22 "Lori Corley's mom's house."

23 A Uh-huh.

(24) Q When did you find out that it was Lori Corley's

(25) mom's house?

1 A Well, I knew at the time because, when Todd told me
2 that it was Lori's mother's house, that he was
3 referred from her to me --

4 Q Uh-huh.

5 A Actually, I believe, if I'm not mistaken, Lori
6 actually called me before he listed it because --
7 she did because that's when she told me that she
8 was selling it by owner and wanted to let me know
9 so if I had buyers that were interested -- you know
10 how people call you, like, "Hey, I got my house
11 listed. If you know of anybody, send them my way."

12 It was a -- just that kind of conversation.
13 But I thought that she was selling it until I was
14 contacted by Todd, and that's when I learned that
15 he actually owned the house and it was in his name.
16 So that's why I referenced there, "Oh, this is
17 Lori's mother's house."

18 Q Okay. And you say Lori called you sometime prior.
19 Do you remember when that was?

20 A It was probably -- oh, my gosh. I don't know. It
21 might've been a year/eight months, before I even
22 got the call from Todd. Yeah.

23 Q And did she tell you at that time that it was her
24 mom's house, or you learned it later?

25 A Yeah. She said that it was her mom's house. Her

1 mom had moved in with her, and she was trying to
2 get the house ready, cleaned out, and for the
3 market for sale. And she had had it up for a good
4 while, and she thought she'd call me and let me
5 know in case I had buyers.

6 It's common we get "for sale by owners" now.
7 They'll actually send me e-mails and try to say
8 "bring me" -- it's kind of common that we're seeing
9 a lot of that --

10 Q Did she --

11 A -- with "for sale by owners."

12 Q At the time that she called you, Lori, that is, did
13 she tell you anything about the house in hopes that
14 you could relay that to potential buyers?

15 A No.

16 Q No?

17 A Unh-unh.

18 Q Unh-unh? She just told you that she was trying to
19 sell it?

20 A That -- that was it. I was like, "Well, why are
21 you calling me," you know, "if you're going to sell
22 it yourself?"

23 I mean, it's just -- it's -- that's kind of
24 how you look at it. You go, "Yeah. If I have a
25 buyer who's looking out that way, I'll keep it in

Janet Loper told the Malejkos the seller did not have to complete a property disclosure statement

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1 Q Okay.

2 A I met with them on the 9th after the form was

3 signed.

4 Q Uh-huh.

5 A But I knew, from our original conversation, when

6 she was just saying, "This is my house. This is my

7 house" and explained what they were looking for

8 because I'm trying to see, "Does this house match

9 what she thinks it looks like on the outside versus

10 the inside?" Now, I understood, through her

11 testimony, that apparently -- maybe she was shown

12 the house. I have no recording of that on my

13 lockbox.

14 Q So, on your initial phone conversation with Ms.

15 Malejko, she went through and described to you what

16 they were looking for?

17 A Yeah. As far as the bedrooms and what they needed.

18 Q Generally?

19 A The general.

20 Q Yeah.

21 A Yeah.

22 Q Yeah. Okay. But -- and also made that comment,

23 that, "This is the house" or however she put it.

24 A That was her first comment when I first started

25 talking to her.

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1 Q Okay. Did you later sit down with them and -- and

2 talk with them in more detail about, you know, what

3 their goals were as far as a home?

4 A Well, when she first called me on the -- in the end

5 of December, again, that's part of my whole

6 probing: "How long you been here? Where are you

7 living? Are you renting? What's your situation?"

8 This is all my discovery, to learn about people, to

9 know if they're ready to pull the trigger on

10 anything and can they. And that's how all this

11 came about, about learning that they had a realtor

12 that wouldn't show property. And I learn about a

13 lawsuit at that time. And, in that conversation,

14 it's just them generally talking about their life

15 and what they were looking to do.

16 Q Okay. So you got that -- the information you

17 needed during that phone call?

18 A Initially, yes. Yes.

19 Q Did they provide -- let me ask again.

20 You just spoke with Cristine on that phone

21 call?

22 A Just her.

23 Q All right. Did the Malejkos ever provide you with

24 any information you consider confidential?

25 A I would consider the lawsuit, because in the

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1 conversation, she said, "I shouldn't be telling you

2 this, but we're in the midst of a lawsuit." And

3 that was my first thing is -- I'm big on respecting

4 people's confidentiality, and that's the biggest

5 duty after this is up. When the transaction's over

6 with, the main duty that remains in real-estate law

7 is the confidentiality. And there's a lot of

8 people that don't respect confidentiality.

9 Q If you would, look at Exhibit 7. Other than the

10 signatures of the parties and the initials of the

11 parties at the bottom of the pages, who -- whose

12 handwriting is the -- in this contract, especially

13 on the first page where there's blanks that are

14 filled in and -- with handwriting?

15 A Where there are blanks?

16 Q Well, there are blanks in the contract that are

17 eventually filled in with handwriting.

18 A Uh-huh.

19 Q Whose handwriting is that?

20 A That is mine.

21 Q Okay. And is it your handwriting throughout,

22 again, aside from the signatures and the --

23 A Correct.

24 Q -- initials?

25 A Correct.

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1 Q Okay. All right. That's interesting.

2 Do you know if there was ever a -- a written

3 extension of the closing date for the contract?

4 A No. Because usually the contract includes five-

5 more-business-day extension in the contract that

6 both parties acknowledge. If we get beyond that,

7 then that's when we do the amendment to keep the

8 heartbeat. Yeah.

9 Q What discussions did you have with Mr. Malejko

10 regarding whether or not a property disclosure

11 statement was going to be filed or filled out by

12 Mr. Corley?

13 A Well, I always tell buyers, you know, if we do or

14 do not have a property disclosure. (There are

15 different people, whether it's banks or investors

16 in people, that may not have knowledge of the

17 property and that they can be exempt from it.

18 Q Is that -- you told that to Mr. Malejko --

19 A Uh-huh.

20 Q -- that Mr. Corley was exempt?

21 A (Nods head up and down.) Any time that there is

22 not a property disclosure.

23 Q Okay. I'm just interested what you told Mr.

24 Malejko regarding whether or not Mr. Corley was

25 going to do a property disclosure. And, if I

Janet Loper arranged for inspectors to inspect the property, did not provide individuals from whom the Malejkos could choose, and vouched for their competence.

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1 don't have knowledge of roofs. It's a
2 beautiful-looking home, but I don't have knowledge
3 as to what things are supposed to look like. That
4 is what a Realtor does; that's her qualifications,
5 not mine.
6 Q. Okay. Let's go back. When did she
7 tell you that it was a three-year-old roof?
8 There's a difference between a beautiful-looking
9 roof and making a specific statement about the age
10 of a particular item.
11 A. Correct.
12 Q. So did she ever tell you that it was a
13 three-year-old roof?
14 A. Absolutely she told us it was a
15 three-year-old roof.
16 Q. Well, when you had the home
17 inspected --
18 A. Right.
19 Q. -- the home inspector found multiple
20 leaks on that roof. And, in fact, inside the house
21 you could see some leaks that were evident from the
22 roof.
23 A. Correct.
24 Q. That wouldn't be something you normally
25 have from a three-year-old roof, wouldn't it?

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1 Ms. Loper told me that it was a three-year-old
2 roof.
3 Q. Was anybody with you when she told you
4 that?
5 A. My husband Ray.
6 Q. So this was a conversation you had with
7 her out at the house?
8 A. That is correct.
9 Q. And it was just Ms. Loper, you, and
10 your husband?
11 A. At that time, yes.
12 Q. Okay. You and your husband made -- did
13 Ms. Loper tell you to have the home inspected?
14 A. Ms. Loper was -- she was the one that
15 gave us the name of the inspectors. We didn't ask,
16 she voluntarily gave us the names and there wasn't
17 a list, here you go, here's the names of a great
18 inspector. She gave us the number on the list.
19 She gave us who he was and that he was the best.
20 Q. But she gave you a list and she
21 suggested somebody off of the list?
22 A. No, she didn't give us the list. She
23 gave us a name, she contacted him and made the
24 appointment for the inspection.
25 Q. Okay. Did you ask her to do that?

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1 A. No, it would not be. So that would be
2 something that she would have had to have discussed
3 with Mr. Corley as to when the roof was replaced.
4 Because as you will have in your documents, there
5 is pictures that will show that they even left you
6 the old shingles that were just put on three years
7 ago.
8 Q. Who told you that?
9 A. Well, I didn't have to be told, they
10 were sitting right there. And Ms. Loper said, they
11 even left you some extra. So they were right
12 there. They were right there for us to see
13 visibly, we still have them, they're there. And
14 whenever the roof was put on three years prior,
15 that was the material that was used.
16 Q. So this three years that you were
17 referring to, you indicate that that came solely
18 from Ms. Loper?
19 A. That is correct.
20 Q. And was that -- which time was that
21 made? When was that representation made to you?
22 A. Well, I couldn't give you an exact
23 date. We met -- we talked on the phone several
24 times. We met several times, as you know, at the
25 home. But I couldn't tell you an exact date when

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1 A. Voluntarily did it. And the exact
2 words that I can give it to you today is: I have a
3 guy.
4 Q. All right. She knows of a home
5 inspector?
6 A. I have a guy, was her answer.
7 Q. Okay.
8 A. I have a good guy and the number on the
9 South Carolina list.
10 Q. All right. This is the first
11 transaction, the first contract you entered into
12 with the Corleys to purchase this Fox Crossing --
13 A. That's correct.
14 Q. -- home? We don't have a copy of the
15 contract today, but if -- but you had, what I
16 understand, you had the home inspected by this guy;
17 is that right?
18 A. The inspections were all done on the
19 same day, which was very difficult. And I'll --
20 let me bring you to that day, okay. That day
21 Ms. Loper had Clark's, Mr. Mooneyham, the home
22 inspector, all out on the same day.
23 Now, I didn't make it that all those
24 people were there on the same day. So can you
25 imagine three inspectors with a six-year-old and a

1 Q. It's all new ductwork?

2 A. Yes.

3 Q. Do you know how old the previous system
4 was?

5 A. No.

6 Q. Do you have any knowledge or any
7 evidence, as we sit here today, or are you aware of
8 anything that Ms. Loper or NextGen Realty knew,
9 anything derogatory or negative, about
10 Mr. Mooneyham or MSE?

11 A. I'm sorry, could you repeat the
12 question?

13 Q. Do you have any evidence or information
14 today that at the time Ms. Loper suggested
15 Mooneyham and MSE to conduct the HVAC inspection,
16 did she also have other representatives or other
17 entities that could do the work as well?

18 A. We didn't have anybody else. We were
19 told that he was the guy, he was the best, so we
20 went with him.

21 Q. All right. Do you know anything that
22 Ms. Loper or NextGen -- as we sit here -- was she
23 trying to keep something from you or was she trying
24 to steer you to Mr. Mooneyham because he was not
25 going to do a good job or was going to give you a

Page 158 1 them for you? 2 A. No, that would -- something that my 3 attorney would have to -- he's the one that 4 prepared all this. I don't know anything about it. 5 Q. Well, as we sit here today -- and this 6 is my only opportunity to have a conversation with 7 you, Mrs. Malejko, why did you sue Ms. Loper and 8 NextGen Realty? 9 A. Well, for all of the reasons that are 10 here in front of us today. 11 Q. Well, there are a lot of reasons here. 12 I mean, tell me in your own words. You evidently 13 don't know what breach of contract is or you said 14 you weren't familiar with that, that it was your 15 attorney who wrote that up. 16 A. That's right. 17 Q. It's also in your Complaint, a failure 18 to have a dual agency disclosure, of which one has 19 within been provided and shown where your husband 20 signed. Why is it that you sued NextGen Realty and 21 Ms. Loper in this matter? I want to know what your 22 beef is. What are you going to tell a Richland 23 County jury that NextGen Realty or Ms. Loper did 24 against the Malejkos? 25 A. Well, she had the guys, she had the	Page 159 1 inspectors. We didn't need to contact anybody) 2 because she had the best. She made it very clear 3 to my husband and I, she was the one that had the 4 guy. She's got the best HVAC inspector. She had 5 the guy, I didn't need to call anybody else because 6 she had the best. If you had the best, why would 7 you dispute it with the realtor that has integrity? 8 That's what she said, I have integrity, I have the 9 best, so... 10 Q. And if -- you know, if one of these 11 professionals made a mistake or whatever, you're 12 holding her responsible for that? 13 A. A mistake? A mistake that from what I 14 look at as black mold and feces living in your 15 heating system that if you breathe it in for more 16 than five or ten years that my child would have 17 possibly had way more health conditions than what 18 we're dealing with today because the problem was 19 rectified; it's serious. 20 Q. Well, I understand that you feel that 21 this is serious. But, you know, a heating and air 22 inspection can only look at the outside condition 23 of the units. You didn't pay him to open up the 24 units and to go into the ductwork, did you? 25 A. Well, you didn't have to open up the
Page 160 1 ductwork because it clearly states that 2 Mr. Mooneyham knew that the ductwork was bad. All 3 he had to do was just peek his head in and look and 4 you can see the rat feces right there. He didn't 5 have to open anything up; it was all there. I 6 didn't crawl underneath the house because I surely 7 am not an inspector. But he was, unlicensed, 8 uninsured, and as much knowledge that he's had, we 9 stated here the last time, he had plenty of 10 knowledge and he trained people. So if he trained 11 people, he must have known by the downed lines that 12 those feces were there. 13 Q. Any other contract that you feel 14 NextGen Realty and Ms. Loper breached? 15 A. Absolutely. There's undisclosed 16 information between Mr. Corley and Janet. 17 Q. And what type of information was that? 18 A. Well, you know, we've discussed the 19 roof. We discussed the HVAC. We discussed the 20 reinspection. My pain, my suffering. Having to 21 leave the home, not having a place to live after 22 just buying a home for \$160,000, that was supposed 23 to be a great home. 24 Q. And again, you're claiming that 25 Ms. Loper is responsible for that because she knew	Page 161 1 these conditions before you purchased the home? 2 A. Well, she was a dual agent. So she was 3 to have a duty to find from Mr. Corley all of the 4 problems that were going on, if any, with that home 5 before acting as a dual agent. 6 Q. She has a duty to disclose to you 7 information that she has? 8 A. Right. 9 Q. If she discloses information to you 10 that's based upon a homeowner and that turns to be 11 incorrect, she can't be responsible for it. 12 MR. BULLARD: Object to the form. 13 THE WITNESS: Do you know that -- 14 MR. BULLARD: Object to the form of the 15 question. I didn't hear a question. 16 BY MR. ANDERSON: 17 Q. If Mr. Corley indicates that the home 18 was on public sewer and it turns out to be a septic 19 tank, but he told Ms. Loper that, then Ms. Loper -- 20 are you holding Ms. Loper responsible for that? 21 Are you holding Ms. Loper or NextGen 22 Realty responsible for exchanging information that 23 she receives from professionals? 24 A. So Mr. Corley is a professional at 25 selling homes?

1 or he had no insurance and he was unlicensed to
2 inspect our home.

3 Q. Do you know of any law that says he's
4 got to have insurance?

5 A. I know that there's a law in South
6 Carolina that says he needs to have a license to
7 inspect heating and air conditioning units.

8 Q. Well, how much experience did

9 Mr. Mooneyham have doing this type of work?

10 A. I was told by Mrs. Loper he had years
11 of experience, and he was the best.

12 Q. Okay. How many years did you have?

13 A. Zero.

14 Q. You said several times today and the
15 last time that you were relying on Ms. Loper for
16 everything, even after you got the home inspection
17 report.

18 Remember that?

19 A. Mrs. Loper told us that she would take
20 care of all of that for us; yes, sir.

21 Q. And you kept saying that you weren't
22 concerned about it because she made those
23 representations to you, correct?

24 A. I was told by Mrs. Loper that she's got
25 the best inspectors and the best people.

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1 initially?
2 A. I was told not to concern myself with
3 this report because it looks worse than what it
4 really is.
5 Q. And who told you that?
6 A. Mrs. Loper, sir.
7 Q. So I'm trying to go back to the first
8 time. You hired Mr. Boyle -- or your husband hired
9 Mr. Boyle -- to inspect your home and provide you
10 with an inspection report.
11 You were paying him to do that service?
12 A. Yes, sir.
13 Q. Right?
14 I mean, there's no dispute of that, is
15 there?
16 A. No, sir.
17 Q. Okay. So Mr. Boyle at some point
18 issued you the report. He either issued it to you
19 via online or he mailed you a copy or brought one
20 by the house. I don't know. But you remember
21 getting it via computer?
22 A. It was e-mailed by Mrs. Loper, sir.
23 Q. It was e-mailed by Ms. Loper.
24 A. That's correct.
25 Q. So Mr. Boyle, after he did the report,

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1 sir.
2 Q. All right. Well, let me ask you, what
3 kind of questions did you have for Mr. Boyle?
4 A. You know, at this time I can't tell you
5 that I remember the questions that I had for
6 Mr. Boyle. Honestly, I don't remember the
7 questions that I've discussed with him.
8 Q. Did you discuss those questions with
9 your husband?
10 A. I discussed them with Ms. Loper, sir.
11 We had a lengthy conversation about this home
12 inspection report, Mrs. Loper and Ray and I.
13 Q. And this was all via the telephone?
14 A. Correct.
15 Q. I'm trying to get my arms around you
16 hired Mr. Boyle to do the home inspection report,
17 but yet you're asking Ms. Loper or coordinating
18 with Ms. Loper about what the report said or didn't
19 say?
20 A. Mrs. Loper told us that he was Number
21 21 on the list, he was one of the best that there
22 was. She was the one that gave us the name of
23 Mr. Joe Boyle. I didn't just pick Mr. Boyle out of
24 an address book. I didn't find Mr. Boyle.
25 Mrs. Loper was the one that said that she had the

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1 he never contacted you or never had any direct
2 contact with you?
3 A. I only met Mr. Boyle twice.
4 Q. All right. You said you met him twice.
5 When were those times, when you first
6 went out to the --
7 A. The day of the actual inspection.
8 Q. Okay. And then when he came out to do
9 the reinspection?
10 A. I wasn't there that day.
11 Q. All right. What's the second time you
12 met?
13 A. I had some questions regarding the home
14 inspection report, so I actually called him on the
15 phone. That was my very first time speaking to him
16 after the actual home inspection was done.
17 Q. Okay. So at some point you read the
18 report?
19 A. No, sir, I did not.
20 Q. Well, how did you know to call him to
21 ask him questions about it if you hadn't read it?
22 A. Well, I was looking on the computer,
23 sir, so I had some questions about the report.
24 Q. But you didn't read it?
25 A. We did all of that through Mrs. Loper,

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1 best and not to concern myself with it.
2 I've got this," was what I was told,
3 and that he was Number 21 on the list.
4 Q. Well, you sued him at one point with
5 this suit, correct?
6 A. That's correct.
7 Q. And you've since settled with him?
8 A. Correct.
9 Q. Do you feel that his report was faulty
10 in any respect?
11 A. I don't know what that means.
12 Q. Well, do you take issue with his report
13 as far as what he found in the report?
14 Do you say -- you know, where he says
15 that there was signs of a roof leak, do you
16 question that?
17 Or when he says there are termites,
18 signs of termites, and have a pest control
19 inspector come out, would you question that, or any
20 other aspect of the report where it said items were
21 good, bad or indifferent?
22 A. I left that up to the professionals.
23 Q. I believe your husband indicated during
24 his testimony that he never spoke with Mr. Boyle.
25 Does that sound right?

1 knowledge of the HVAC system in your home?

2 Did she make any actual representations
3 to you about the HVAC unit?

4 A. She told me that she had a great guy to
5 inspect the home, and she called out Mr. Mooneyham,
6 an unlicensed and uninsured HVAC gentleman.)

7 Q. But my question is, did she make any
8 representations to you or your husband about the
9 HVAC system itself?

10 A. I don't understand the question.

11 Q. Did she say: This system is a Carrier
12 unit twelve years old and you're going to get two
13 more years or three more years or five more years
14 of service out of it?

15 Did she say: This unit is low on freon
16 and we need to get more freon and your ductwork is
17 the appropriate size for your home?

18 Did she make any of those kinds of
19 representations to you about the HVAC system?

20 A. I don't remember, sir.

21 Q. Your cost of alternative living
22 arrangements -- you've been in an alternative
23 living arrangement since practically the day y'all
24 closed, or shortly thereafter?

25 A. Yes, sir.

1 Q. And, again, you hired these inspectors
2 to come out to the home to conduct an inspection,
3 correct?

4 A. Yes, I did, under recommendation of the
5 realtor.

6 Q. And do you recall when you first read
7 the report?

8 I understand it was generated in
9 January of 2014, but do you recall -- did you read
10 it about that time?

11 A. Again, I don't remember. I remember
12 briefly remember going over it with the realtor.

13 Q. Okay. And the reason I'm asking that
14 is because I understand there was a time where a
15 couple of contracts were placed on this home.

16 Ultimately you moved into it around
17 March of 2014; is that correct?

18 A. Yes, I believe it was the end of March,
19 early April.

20 Q. But at the time you placed the as-is
21 contract on the house and you had this inspection
22 done, you would have read that report around that
23 time, which was in January of 2014.

24 Is that correct?

25 A. I'm sorry, you need to repeat that.

Page 140 1 THE WITNESS: In the other home. 2 BY MR. ANDERSON: 3 Q. Like you are in this home? 4 A. Yes. 5 Q. So what's your effect in this home? 6 A. I was choking, coughing. The allergy 7 issues were very much enhanced until the mold was 8 taken away and the medication was taken. 9 Q. All right. Were you and your wife 10 concerned about the roof on this home based upon 11 the issues that you had in the Bonnie View Court 12 home? 13 A. We were told that the issues in this 14 home were resolved, that the leak was stopped, and 15 we never thought it was any worse than that. 16 Q. All right. And let me go back. You 17 told your realtor about the issues with the Bonnie 18 View Court home. Did you not? 19 A. I don't remember. 20 Q. Well, who would remember? 21 A. I don't know. I guess she would. 22 Q. Did you ever write it down anywhere, 23 discuss it with your wife? Was it discussed with 24 anybody else in front of -- 25 A. I discuss everything with my wife, so	Page 141 1 she may know. 2 Q. All right. So earlier you testified 3 that the property -- the roof age was disclosed on 4 the MLS sheet; but that was in error, correct? 5 A. Apparently, but I know that she told 6 me. I know that she told us that it was a 7 three-year-old roof. 8 Q. Do you know when this conversation took 9 place? 10 A. I don't remember exactly when it took 11 place, but it took place earlier -- early on in the 12 process. 13 Q. And if it was a three-year-old roof, 14 did you ever ask who put the roof on? 15 A. We did, and they could not come up with 16 the information of who did it. 17 Q. And who did you ask that of? 18 A. I relayed everything through Ms. Loper. 19 She was my agent. 20 Q. Okay. And you asked her to ask who? 21 A. The previous owner. 22 Q. Are you claiming that NextGen Realty or 23 Ms. Loper failed to disclose any material facts to 24 you as it relates to this property? 25 A. I'm not sure what that means.
Page 142 1 Q. All right. Well, look at Paragraph 20 2 of your Complaint. 3 A. I'm reading it, but it's just words. 4 I'm sorry, I just can't -- I can't grasp it. 5 Q. Okay. Let's just take it bit by bit. 6 You're claiming that Ms. Loper or 7 NextGen had a duty of loyalty and a duty to act in 8 compliance with your instructions. 9 Do you see that? 10 Do you know what the term fiduciary 11 duty is? 12 A. (Shaking head from side to side.) 13 Q. Is it because you don't remember or 14 don't recall? Did you ever address or ever get 15 training on that when you became a licensed 16 realtor? 17 A. I don't remember. 18 Q. All right. What are you claiming 19 Ms. Loper or NextGen Realty did that was not per 20 your instructions, you or your wife's instructions? 21 A. I don't know. 22 Q. What do you claim that she did not 23 disclose to you as it relates to this property that 24 she knew or that NextGen Realty knew of? 25 A. This is all lawyer stuff. I don't	Page 143 1 know. I don't know. 2 Q. Well, tell me, as you sit here today, 3 what do you want Ms. Loper to do to make you whole? 4 A. I don't know. 5 Q. All right. In Paragraph 21 it 6 indicates that NextGen -- Ms. Loper in her 7 individual capacity and as an agent of NextGen and 8 Corley arranged for Humphries and/or DRI to repair 9 the roofing issues identified in the report and 10 inspect the entire roof system. 11 Do you know whether Ms. Loper or 12 NextGen called Mr. Humphries or DRI, or was that 13 Mr. Corley? 14 A. I had no conversations with Corley, so 15 I don't know. She would know the answer to that. 16 I'm not sure. I don't know. 17 Q. All right. You claim here that 18 Ms. Loper arranged for Mooneyham and/or MSE to 19 inspect the entire HVAC system. Tell me about 20 that. 21 A. Mr. Mooneyham was one of the guys that 22 she had that she recommended, and we called him, 23 and it turns out he doesn't even have a license. 24 Q. Do you think that Ms. Loper knew that, 25 or NextGen Realty knew that?

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1 A. Well, as I said, it was a long time
2 since I've sold real estate, but common sense would
3 tell you that if you're going to recommend
4 somebody, you would check and make sure that they
5 had a license.
6 She put my family, my daughter, in
7 danger, by allowing somebody -- recommending
8 somebody -- to come into our home that's not even
9 licensed. I don't care if he knows what he's
10 doing. Obviously, he didn't. He didn't find
11 everything. But she's the one that recommended
12 him. She's the one that highly recommended these
13 people.
14 Q. Did you have to select Mr. Mooneyham?
15 I think he's even here; is he not?
16 A. Yes, he's here.
17 Q. Have you met him before these rounds of
18 depositions?
19 A. When he came out to the house, yes.
20 Q. Did you talk to him then?
21 A. I spoke with him.
22 Q. All right. Did you have an opportunity
23 to get another HVAC, E.F. Martin, or whoever, to
24 come out to look at your home?
25 A. I didn't feel I needed to. I was told

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1 Q. All right. Once you moved into the
2 house, when did you first know of problems?
3 A. I believe that it was somewhere in
4 October, when we had woke up to water in our
5 kitchen.
6 Q. All right. And where did the water
7 come from?
8 A. It came from a leak in the roof.
9 Q. All right. And what did you do?
10 A. We called the roofer, I believe. I
11 don't know.
12 Q. You called the roofer. What did he
13 say?
14 A. I don't remember. My wife had the
15 conversations with him.
16 Q. All right.
17 A. I do -- I don't know if I'm allowed to
18 say this or not, but I do remember conversations in
19 the car with Ms. Loper telling her that I have
20 disabilities, explaining to her, trying to explain
21 to her. And she would just tell me, I'm doing
22 fine, I'm doing fine. I'm not fine.
23 Q. All right. I'm not really sure what
24 that has to do with this, but you explained to
25 Ms. Loper in the car when she was, what, taking you

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1 these guys were the best.
2 Q. All right. So do you know -- do you
3 know what -- how did Ms. Loper represent him to
4 you? Did she say he's licensed, insured? Did she
5 say --
6 A. No, she didn't say, Ray, you know, this
7 guy is good, he's not licensed but he's good. No,
8 she didn't say that.
9 She recommended these people for an
10 inspection, which I thought was licensed and ready
11 to go, that they were in business for a while.
12 Q. Did Ms. Loper make any representation
13 to you about how your HVAC system was?
14 A. I don't remember her making any -- I
15 don't remember.
16 Q. Did Ms. Loper indicate or represent to
17 you anything about Humphries or DRI?
18 A. He was out, but I don't remember our
19 conversations about that.
20 Q. He was what?
21 A. He was out to look at the roof, but I
22 don't remember any conversations about that.
23 Q. So Ms. Loper didn't represent to you
24 anything about that particular entity?
25 A. No.

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1 back and forth to this home, or looking for a
2 house?
3 A. I remember the conversations, but I
4 don't remember if it was looking at this house or
5 other houses. It was just a general conversation.
6 Q. And you told her you were disabled?
7 A. Yes.
8 Q. And did she inquire about -- at any
9 time, did you tell her, Listen, I'm disabled and I
10 need to insure this in a home, I need to have it
11 wheelchair accessible, I need to have it --
12 A. No.
13 Q. -- make sure that mold is not an issue
14 and I need to have a mold inspector to go into the
15 home to look at it? Did you share any of that with
16 Ms. Loper?
17 A. No.
18 Q. So Ms. Loper, you told her your
19 disability -- that you had disabilities, and she
20 said, You're doing fine. Was that as an
21 encouragement to you?
22 A. Encouragement, no.
23 Q. I mean, why do you think she would have
24 referred to that you're doing fine?
25 A. I don't know.

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1 Q. Okay. You were there -- you were
2 present when the roofer was on the roof, right?
3 A. I know my wife was present. I don't
4 remember if I was present there or not. I don't
5 remember.
6 Q. All right. So she gave you a report
7 from the roofer, correct, or a letter indicating
8 what they would do?
9 A. There was a letter. I believe that the
10 letter didn't come until the closing. I don't
11 remember seeing any other letter.
12 Q. You had an opportunity to hire a roofer
13 to inspect the house?
14 A. We did have an opportunity, but we were
15 told that this guy knew what he was doing and
16 everything was fine, we didn't feel like we needed
17 to. We trusted her.
18 Q. Oh, okay, so Ms. Loper told you to
19 trust this roofer?
20 A. I trusted Ms. Loper.
21 Q. Do you think that Ms. Loper had
22 anything to do with hiring that particular roofer?
23 A. I really don't know, but I know that
24 she gave me the names of the other roofers -- or
25 the names of the other inspectors.

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1 years old when it wasn't.
2 Q. How did she do that?
3 A. She put in the listing that the roof
4 was three years old and told my insurance company
5 that the roof was three years old. The insurance
6 company dropped us after they found out that there
7 was issues with the house. I told the insurance
8 company.
9 Q. Which insurance company was this?
10 A. SafeCo.
11 Q. And you claimed that this
12 representation came from the listing -- the
13 multi-listing service on this piece of property?
14 A. Yes, I believe so.
15 Q. And SafeCo, did they send you a letter
16 why they terminated you as an insured?
17 A. They did. I don't exactly know where
18 the letter is at this point, but because of the
19 condition of the house, I believe, is what it said.
20 Q. Can you look for that document and
21 provide it to your attorney?
22 A. I can try, I can see if I can find it.
23 Q. Were you dealing with the particular
24 agent with SafeCo?
25 A. I was dealing through an agent of AAA

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1 Q. Did you have an opportunity to pick
2 your own inspectors?
3 A. I guess we could have, but she gave us
4 the names and highly recommended them, so that's
5 who we went with. We trusted her.
6 Q. Well, the items that are pointed out in
7 Paragraph 15 of your Complaint, those are items
8 that your home inspector reported to you?
9 A. These items were on here. The attorney
10 prepared this. I don't remember what was all in
11 the home inspection report at this point.
12 Q. Okay. And you have no understanding of
13 how your attorney got these items?
14 A. No.
15 Q. Well, as we sit here today, do you have
16 an understanding of what you're suing for?
17 A. I don't know.
18 Q. Do you understand why you're suing
19 Ms. Loper?
20 A. She's the one who recommended all of
21 these inspectors.
22 Q. All right. So you're suing her for,
23 I'm assuming, negligence in referring you to these
24 inspectors?
25 A. Advertising that the roof was three

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1 Insurance.
2 Q. And who is that person?
3 A. His name is Rudy. I'm not sure of his
4 last name, full last name.
5 Q. Is he here in Columbia?
6 A. I believe his office is considered
7 in -- I don't remember the name of the town, but
8 it's just over the bridge, over the dam.
9 Q. Chapin or --
10 A. It wasn't Chapin.
11 Q. West Columbia?
12 A. No.
13 Q. Irmo?
14 A. I believe it's Irmo.
15 Q. Who do you have your insurance with
16 now?
17 A. It's an off company. I'm not
18 really -- I really don't know what the name of the
19 company is.
20 Q. Did Rudy get you the --
21 A. Yes.
22 Q. -- the other insurance?
23 A. Yes.
24 Q. If you would look for that and give it
25 to your attorney, I would appreciate it, okay, the

1 denial letter?

2 A. Okay.

3 Q. Well, who did Ms. Loper -- you said
4 that she referred these inspectors. I want to know
5 exactly who it is that she referred to you.

6 A. She referred us to the home inspector
7 which was -- I don't even remember his name.

8 Q. Mr. Boyle?

9 A. Mr. Boyle.

10 He was every -- every topic that we
11 talked about at that inspection, her words exactly
12 were, I've got a guy. He was 32nd or 34th on the
13 list. He was -- he was good, according to her, so
14 we went with her -- we went with him.

15 Q. 32nd or 34th on the list? What list?

16 A. South Carolina list of home inspectors,
17 licensed. I guess he was around for a while.

18 Q. All right. Do you have any issues with
19 what he did? I know you originally sued him.

20 A. We had -- we had --

21 Q. What issues do you have with him?

22 You don't -- tell me why you brought
23 suit against him.

24 A. When he came back for his home
25 inspection -- when he came back to do the final

Janet Loper did not check the credentials of
the inspectors she brought to the
transaction

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1 But he always, on his report, says "Well,,
2 this is what kind of model you have. This is the
3 serial number and the year it was made. And here
4 is what I found. The checkup and everything was
5 fine."
6 The only issue that he found was just the
7 ductwork and where he quoted that \$150 and that's
8 where Mr. Malejko said that he wanted him to make
9 the repair, but that never occurred, because that
10 original contract -- the initial contract was
11 dissolved, so that work was never done by Mr.
12 Mooneyham.
13 Q And you don't remember -- I don't know if I asked
14 you already, but you don't remember who ultimately
15 made those repairs?
16 A My assumption would be, if Corley Enterprise, as a
17 general contractor, was hired to do all the repairs
18 and their letter states that all the repairs in the
19 home inspection report was done.
20 Q Uh-huh. That's your assumption. Do you have any
21 independent knowledge of that?
22 A That's all that I have. That's all that I have.
23 Q All right. Did he mention to you any holes in the
24 ductwork when he came out and talked to you in the
25 yard?

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1 A There was a -- I think it was just like a tear or
2 something.
3 Q Uh-huh.
4 A It was something where there was a tear or he could
5 see up in it or do something to where it needed to
6 be put back together.
7 Q He didn't give you any indication that it was a
8 hole that maybe an animal had created or anything
9 like that?
10 A Unh-unh.
11 THE COURT REPORTER: (To the deponent) Is
12 that a no?
13 THE DEPONENT: No.
14 Q All right. Are you still recommending Mr.
15 Mooneyham to -- to potential buyers?
16 A It has broken my heart that since this whole
17 ordeal, I have not been able to make a
18 recommendation for him --
19 Q Okay.
20 A -- and it's only just to keep things separated for
21 this --
22 Q All right.
23 A -- but I would use him in a heartbeat. I just
24 recently had where my ductwork in my house
25 underneath, some animal kind of got in there and

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1 did some clawing around, and he is the first person
2 I would've called, but I paid a lot of money for
3 somebody else to come out. It's another company
4 that I use that does a good job, you know, and they
5 -- but just the thing is, is you just -- you like
6 people when they're really fair to people.
7 Q So, if it wasn't for the litigation, you would
8 still be using him?
9 A Absolutely.
10 Q Okay.
11 A Yes.
12 Q Were you aware at the time -- again, this is
13 January/February/March 2014 -- that Mr. Mooneyham
14 wasn't licensed?
15 A (I never knew that.)
16 Q Okay. Had you ever asked him about the status of
17 his license?
18 A No.
19 Q Never confirmed that he was licensed?
20 A No.
21 Q You may not remember, but if you do, do you -- can
22 you agree with me that the inspection report
23 required -- the home inspection report required Mr.
24 Corley to have the duct system checked and
25 repaired?

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1 A That would -- absolutely. Yes.
2 Q Okay. On the -- the house, as you said that you
3 and your husband had designed and oversaw all this
4 construction and so forth, had you ever hired Mr.
5 Mooneyham to --
6 A No.
7 Q -- work on any of those?
8 A Unh-unh. This was before -- that was before I met
9 Mr. Mooneyham.
10 Q All right.
11 A The last house I have built and designed was in
12 2003.
13 Q Were -- at the time -- again, we're talking about
14 January/February/March of 2014 -- were you aware of
15 the damage to the framing members in the garage?
16 A Yes.
17 Q Okay. You had seen that?
18 A We all had, yes.
19 Q Okay. When you say, "We all had," who is "we"?
20 A The Malejkos, the home inspector. You talking
21 about on the back of the house, the siding and the
22 wood that was replaced?
23 Q No, ma'am. Inside the garage. I'm sorry. The
24 other side of the garage. Framing members.
25 A Uh-huh.

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1 A It is -- it is standard.
2 Q -- is that correct?
3 A There is no 30 days or anything. They will not --
4 it's always been effective as of this date.
5 Q Okay.
6 A And I explain that to buyers, what that means, "as
7 of this date."
8 Q Right. And did you explain that to Mr. Malejko?
9 A It's all about the education. Absolutely.
10 Q Okay. Now, with respect to the feces, there had
11 earlier been mention of the feces or some feces
12 being present at the time of the original
13 inspection of the ductwork. Remember that
14 testimony earlier on?
15 A That they were claiming that there was feces in the
16 ductwork?
17 Q Or down under where it had -- it had fallen down or
18 in that area. Do you recall that?
19 A Yes, yes.
20 Q Is that the feces that you're talking about that
21 later on was removed, or had that already been
22 removed?
23 A No. That -- the feces that we saw that was still
24 there was up in the kitchen area.
25 Q Okay.

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1 A But where I understand the ductwork and where the
2 repairs were, they're in the different section of
3 the house, more towards the front versus the very
4 back.
5 Q And you didn't see any of that in the photographs
6 in either of the exhibits, 30, which is the Summit
7 Engineering, or Exhibit 16? You didn't see any of
8 the feces there; is that correct?
9 A No.
10 Q All right. But, even if it had been, before Mr.
11 Malejko purchased this house, that matter must have
12 been cleared up, wouldn't you think?
13 A Yes.
14 Q Okay. Now, to your mind, having dealt with Mr.
15 Mooneyham and so many other HVAC inspectors in your
16 career, what does the absence of a license have to
17 do with the cause of damages?
18 A I have no idea, but I have never -- in this
19 business, we don't ask someone who isn't licensed
20 to come out to do an HVAC. We assume that they are
21 able and certified. I mean, it's just -- we -- I
22 never knew that Mr. Mooneyham did not, and with his
23 years of experience and everything that he's done,
24 and he was the teacher. He was the educator. He
25 educated everyone. And, so, for me, I thought I

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1 had a legend and was doing a phenomenal job and was
2 so fair to the people and honest --
3 Q Okay.
4 A -- and that's what -- that's where I favor people,
5 and in comparison to what he quotes, but you know,
6 ~~I've never had -- I've never asked any -- I~~
7 ~~probably can -- there's probably a lot of people in~~
8 ~~the HVAC and different industries that we never ask~~
9 ~~for their license.~~
10 I guarantee the majority of realtors do not.
11 You assume that if they can go and purchase and get
12 the Freon and do these things that -- that
13 somebody's asking them for a license before they
14 give them the product across the counter.
15 Q Do you know for a fact that it is even required
16 that they have a license in order to do these
17 inspections?
18 A I do not.
19 Q You have just been told that during this
20 litigation --
21 A Correct.
22 Q -- and you have just accepted that --
23 A Right.
24 Q -- correct?
25 A Right.

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1 Q Okay. Bear with me one second. I think I'm about
2 through, Ms. Loper.
3 MR. TAYLOR: Yes. That's -- that's all I
4 have. Thank you so much.
5 THE DEPONENT: Thank you.
6 MR. TAYLOR: Good to see you again.
7 THE DEPONENT: Thank you.
8 EXAMINATION
9 BY MR. LIVOTI:
10 Q Ms. Loper, I represent Corley Enterprises. My name
11 is Anthony Livoti. We've met several times. Todd
12 Corley was the one, as the owner of the house, who
13 was responsible for getting the repairs done in the
14 Boyle report before the house could be sold to the
15 Malejkos; is that correct?
16 A Yes.
17 Q And you've never -- but Todd was the one who hired
18 Corley Enterprises to do whatever repairs Corley
19 Enterprises did, correct?
20 A Yes.
21 Q You did not deal with Corley Enterprises in doing
22 any of the repairs?
23 A No.
24 Q You've testified today on things that you've
25 assumed that they did, but you actually don't know

1 Loper.

2 And you see under Paragraph 94 it says:
3 NextGen and/or Loper breached the duties they owed
4 to Plaintiffs and were negligent -- willfully
5 negligent -- and careless in the following manner:

6 (a) by misrepresenting the square
7 footage of the property.

8 How did they misrepresent that?

9 A. I believe the square footage is
10 different, but I don't know. I don't know what it
11 is.

12 Q. All right. (b), by recommending and
13 allowing an unlicensed individual to perform
14 inspections and repairs on the property.

15 Who are you referring to there?

16 A. Mr. Mooneyham.

17 Q. All right. And you feel that she had
18 knowledge about or should have checked his
19 background before referring him?

20 A. Yes, I do. I feel that she should have
21 known. If she was going to recommend somebody, it
22 should have been somebody that was licensed.

23 Q. All right. (c), by recommending
24 individuals who performed the roof inspection and
25 repairs in a substandard manner.

Thomas Humphries (roof inspector) was not personally licensed

1 Q (I think I may've asked you this already, but you do
2 not hold any kind of construction license, at all?)
3 A (Not construction.)
4 Q (What sort of license do you have?)
5 A (Specialty roofing.)
6 Q (You, personally, Thomas Humphries?)
7 A (Oh, no.)
8 Q Okay. And I may've asked you this, and I apologize
9 if I did, but have you done any other work for Mr.
10 Corley --
11 A Never.
12 Q -- prior to this or after?
13 A Never.
14 Q Okay.
15 A Never met him.
16 Q Never met him? Never spoken to him other than the
17 time he asked you to go out to this house?
18 A That's correct.
19 Q Okay. How about Lori Corley? Have you ever done
20 any work for her?
21 A I don't know who that is.
22 Q Okay. Never met her? Never spoken to her?
23 A Don't know who that is.
24 Q Okay. How about Mr. Mooneyham -- Ray Mooneyham?
25 A Never heard of him.

Dr. Roofs (roof inspection company) never performed a roof inspection prior to the one performed in this matter

1 A Roof repairs and roof replacements and ceiling
2 repairs, some -- some painting and some wood damage
3 repairs to the exterior -- most exterior usually of
4 home and gutter -- gutter maintenance.

5 Q When you say "gutter maintenance," did you remove
6 and replace gutters or just clean them out and
7 maintain them?

8 A Clean them out and hang them back up when they're
9 falling down.

10 Q Okay. Did you do -- during this time -- time
11 period of 2009 to present, did you do roof
12 inspections?

13 A I don't believe so. We don't -- we don't -- I
14 don't think -- I don't think we've ever been asked
15 to do a roof inspection.

16 Q Okay. Are you still currently employed at Dr.
17 Roofs?

18 A That's right.

19 Q Okay. All right. Any other employment that you've
20 had since you graduated college that we haven't
21 talked about?

22 A In Charleston I delivered pizza for about six
23 months at -- what's the dude -- that little Italian
24 guy?

25 Q Little Caesars?

1 real estate transaction or something like that --

2 Q Okay.

3 A -- not that I know of.

4 Q Had you ever done one prior to this one?

5 A Again, I guess, to a certain degree, we've had
6 people maybe once or twice ask to, "Come and see if
7 we need a new roof or not and how much it would
8 cost if we do," but not -- it's not a regular
9 thing.

10 Q So no one had asked you, in the context of a real
11 estate transaction, to come out and perform a roof
12 inspection prior to this one?

13 A Not to my knowledge.

14 Q All right. How about since this one?

15 A No.

16 Q Okay. Did you prepare any sort of written report
17 regarding the work that you performed this day,
18 associated with this invoice?

19 A This is the only records I have, is this --

20 Q Okay.

21 A -- when we invoice it out.

22 Q All right. So -- so the invoice is the only record
23 of the work that you did --

24 A That's correct.

25 Q -- or report or anything?

Janet Loper did not suggest the Malejkos
needed to have a second roof inspection

1 Q. Well, Paragraph 17 of your Complaint,
2 look at that.

3 You had a chance to read this
4 Complaint, did you not, before it was filed?

5 A. Yes.

6 Q. Did Ms. Loper tell you or your wife
7 that there's other roofers, that you could have a
8 second opinion on the roof?

9 A. I don't remember that conversation if
10 it was. We didn't think we needed to.

11 Q. And that was because of the inspector
12 that went up on the roof and said he can
13 repair a leak in the roof, right?

14 A. I was under the impression he was
15 inspecting the whole roof. That's what he was up
16 there for.

17 Q. Okay. When you were a real-estate
18 agent when your license was active, did you ever
19 represent the condition of a property?

20 A. I don't remember. That was a long time
21 ago.

22 Q. You don't remember?

23 A. I don't remember.

24 Q. Do you remember any of the standards
25 involved in being a realtor?

Janet Loper informed the Malejkos the roof
was in good condition

1 told me that that was already done.

2 Q. Do you think Ms. Loper was there before
3 the roofer got there?

4 A. Well, how did he get in the house if
5 Ms. Loper was not there before him? How did he get
6 inside the house if she's the agent listing the
7 house? How did he get in the house?

8 Q. Was he in the house when you got there?

9 A. He was on the roof when I got there.

10 Q. Well, I mean, you don't have to go
11 inside the house to get on the roof though, do you?

12 A. No, but my question was to
13 Mr. Humphries was I thought you were here to do the
14 roof inspection. And my answer was that was
15 already done. And I said when? And he said to me,

16 we just got done coming out of the house.

17 Everything is good, you are good, Mrs. Malejko.

18 And Ms. Loper said the same thing,

19 everything is good with this roof, it's a beautiful

20 roof. The only problem that's wrong with this roof
21 is the two valleys. So I learned that day what a
22 valley was, other than that, I don't know anything
23 about roofs.

24 Q. All right. Well, if he said the only
25 problem was the two valleys, what did he suggest

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1 Q. Well, turn to Exhibit Number 16, the
2 photographs in Exhibit Number 16, it's the one that
3 I handed you this morning that's been marked. Now,
4 this was done early on, right?
5 A. What page is that?
6 Q. I'm going to get you a page, hold on
7 one second. You see the NextGen pages that are
8 Bates labeled as NextGen 255, it's under the
9 heading of garage.
10 A. This doesn't show what I'm referring
11 to.
12 Q. The next page 256, also has pictures of
13 the garage.
14 A. Right, as you can see in 4, 3, the
15 debris that I'm discussing. All of the furniture
16 and stuff, that must have been moved when they
17 needed to treat for termites.
18 Q. All right. But these photographs
19 clearly show areas of the garage wall where termite
20 tunnels are noted?
21 A. That's correct.
22 Q. So you at least saw those at that
23 particular time?
24 A. No, I did not, no. And I'm going to
25 tell you why I didn't see it because there was no

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1 Commercial Services Incorporated, which is
2 Mr. Humphries, Thomas Humphries. That talks about
3 the roof repairs and the roof leak, okay, yes, I
4 recall.
5 Q. Were you there when Thomas Humphries
6 first came out to the property to inspect the roof?
7 A. I showed up at 10:07 that morning and I
8 recall that day very well. Ms. Loper was standing
9 in-between the two pine trees at 141 Fox Crossing.
10 Mr. Humphries was up on the roof.
11 Now, our appointment, I want to tell
12 you today was for 11 o'clock. Something in my gut
13 told me that I needed to get there early that day.
14 I don't know why. I showed up there a few minutes
15 after 10:00. Ms. Loper was standing in the middle
16 of the yard in-between the two pine trees.
17 Mr. Humphries was up on the roof, to the left side
18 of the roof repairing what I was told is a valley
19 in the roof.
20 And I said -- the first thing that she
21 said to me, oh, my goodness, you straightened your
22 hair. And I said I did. And she said it looks
23 really good and I said thank you. And we got to
24 talking and I said what's going on here? And she
25 said we're having an inspection. What is he doing?

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1 way to get into that garage. The garage was
2 packed, you could not move in that garage. You
3 couldn't walk through the garage. The --
4 Q. Well, why did y'all close on the house
5 then if you couldn't do the reinspection?
6 A. Because the day that I met Lori Corley
7 and Janet in the driveway, I was reassured that
8 this would be taken care of. And I was also told
9 that it looks worse than it is; this isn't bad.
10 Now, I'm not a termite inspector, so I wouldn't
11 know what's bad or what isn't bad. I've never seen
12 anything like this ever until I saw these pictures.
13 Q. But you saw these pictures in January
14 of 2014, right?
15 A. And I was told that it doesn't look as
16 bad as it is. It's not as bad as it is, is what I
17 was told.
18 Q. In Exhibit 8, the last two items --
19 first of all, NextGen 148 in Exhibit 8, it's an
20 e-mail regarding Thomas Humphries and roof repairs.
21 A. You said 148?
22 Q. Do you recall you and your husband
23 receiving that e-mail from Janet regarding Thomas
24 Humphries?
25 A. This is an e-mail from Janet about

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1 (And she said to me the roof is good and everything
2 is fine.)
3 And I said when was the inspection
4 done? She said, oh, he was already up in the attic
5 and everything was done. And I said, what was
6 done, the inspection was already done? Now,
7 supposedly before I got there, Mr. Humphries went
8 into the attic, inspected the whole inside of the
9 roof. And the only thing that he noticed that was
10 wrong was those two valleys.
11 And I said -- I'm talking to this
12 gentleman as I'm standing where Ms. Loper was
13 standing and I said you've inspected everything?
14 And he said, I inspected everything and everything
15 is good. You got a good roof here. The only
16 problem with this roof is the valleys.
17 Q. Okay. Do you know who contacted
18 Mr. Humphries?
19 A. Well, it wasn't myself and it wasn't
20 Ray. And if Janet did not, I would have to say
21 that it was Mr. Corley.
22 Q. And did Ms. Loper call you and your
23 husband about repairs being made or at least the
24 roof being inspected on that day?
25 A. Well, how do you know that you have a

1 you up on the -- is that what you're trying to
2 imply?

3 A. What I'm telling you is that when I
4 pulled up and Mr. Humphries was on the roof
5 repairing the roof and I said, well, did he do the
6 inspection already? She said, oh, that was all
7 done, everything is fine with the roof, you got a
8 great roof. Everything is fine with the roof. How
9 would she know that everything is fine with the
10 roof, well, because the inspection was already
11 done.

12 When was the inspection done? Well, we
13 got here early and he was -- and I asked him
14 specifically, well, when did you inspect the roof?
15 Well, I was already in the house, we already did
16 all that. I don't know what time they got there
17 because I wasn't there.

18 Q. Breach of fiduciary duty is the next
19 Cause of Action against NextGen and Ms. Loper. Do
20 you know what breach of fiduciary duty means?

21 A. I'd like to read it, I can see where
22 you're at.

23 Q. 16 of 30, Exhibit 11?

24 A. I don't see where you're at.

25 Q. It's the ninth Cause of Action against

1 asked him what was going on.

2 And he says to me, You've got a great
3 roof here and the only thing I have to do is I just
4 have to caulk these valleys.

5 And I said, Well, what does that mean,
6 caulk the valleys?

7 And he said, I just have to caulk the
8 valleys, he says, and I'll give you a year's
9 warranty on this caulking.

10 And I said, Well, what about the rest
11 of the roof? When are you inspecting the rest of
12 the roof?

13 And Mrs. Loper answered and said, That
14 was already done already. You've got a great roof
15 here. You have nothing to worry about. Everything
16 is fine.

17 Q. Okay. Now, let me fast forward a
18 while. After you purchased the home, you were in
19 the home and you and your husband decided to get a
20 new roof.

21 Correct?

22 A. We didn't decide to get a new roof,
23 sir, we had to get a new roof.

24 Q. Okay. Talk to me about that.

25 There was a leak in the kitchen, right?

1 A. No. As I said before, I didn't feel
2 they needed to. The realtor said there was nothing
3 wrong with the roof. Mr. Humphries said there was
4 nothing wrong with the roof.)

5 Q. Okay. And we'll get into this, but did
6 Mr. Humphries specifically tell you that?

7 A. He specifically told my wife that.

8 Q. Did he tell you that?

9 A. No.

10 Q. Okay. So, again, to your knowledge,
11 Dr. Roofs was -- or Thomas Humphries -- and again
12 I'm referencing both of them as kind of one and the
13 same -- when he came out to look at your roof, that
14 was the first roofer to come out to look at this
15 property as it relates to the inspection report,
16 correct?

17 A. I think so.

18 Q. Okay. And do you know who contacted
19 Thomas Humphries to come out and look at the roof?

20 A. I believe the previous owner.

21 Q. Okay. And I know you have said this
22 earlier, but just again, to be clear, you were
23 aware that you could have gotten a roofer and you
24 could have contacted a roofer to come out and to
25 look and to address the issues that were listed in

1 Q. Okay. So you're telling me that she
2 did, or you just don't remember?

3 A. I don't remember.

4 Q. Okay. And you were told at the time
5 that you could get a second opinion on the roof,
6 correct?

7 A. I don't remember getting that, no.

8 Q. You were made aware, as you told me
9 earlier, that you could get your own roofer out
10 there to look at the roof, correct?

11 A. Yes. Like I said earlier, I could
12 have. I just didn't think that I needed it,
13 because I was told that everything was fine.

14 Q. And as far as you know, everything was
15 fine, correct?

16 A. As far as I knew, everything was fine.

17 Q. And as you told me just a few minutes
18 ago, it wasn't like you were in the house and
19 noticed leaking in the house prior to purchasing
20 the home, correct?

21 A. Right.

22 Q. And I believe you testified earlier to
23 Mr. Anderson that your understanding was Thomas
24 Humphries fixed the leak and looked at the rest of
25 the roof and said it was good.

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1 Q. Did you have family members go through
2 and look at the house?
3 A. Family members did look at the house,
4 for just family. They're not any -- they were no
5 inspectors. They were just family members.
6 Q. But your brother is in the building
7 trade; isn't he?
8 A. No, he's not.
9 Q. Didn't you mention that one of your
10 family members does some contracting work?
11 A. No, I did not.
12 Q. Do you have any contractor friends?
13 A. My brother's wife knows somebody that
14 came out to one of the houses, but he didn't even
15 come out to this house.
16 Q. Okay. As we sit here today, you
17 started living in the home and then you were
18 dissatisfied with the home --
19 A. Yes.
20 Q. -- you've had the roof repaired or a
21 new roof put on the home --
22 A. We did.
23 Q. -- you've had the garage stripped
24 and -- I'm assuming sheetrock was stripped off the
25 garage and some termite-infested wood was replaced?

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1 Q. Are you satisfied with the work that
2 E.F. Martin did?
3 A. Yes.
4 Q. What else needs to be done with your
5 home?
6 A. I don't know, there's -- I don't know.
7 Q. Who represented to you that the roof
8 was three years old?
9 A. I was told by Ms. Loper in the MLS
10 listing.
11 Q. All right. How about if the MLS
12 listing doesn't show that?
13 A. I believe it did.
14 Q. If the MLS is void of anything about a
15 roof age, how would she have made that known to
16 you?
17 A. I don't know. Somewhere along the
18 line, it was indicated that it was a three-year-old
19 roof.
20 Q. Did Ms. Loper indicate to you or stand
21 behind anything with this home, whether it be
22 plumbing, electrical, roof, walls, anything of that
23 nature?
24 A. Did she stand behind it?
25 Q. Did she say, Mr. Malejko, this is an

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1 A. That wasn't done yet.
2 Q. That's not done yet?
3 A. That's not done yet.
4 Q. Okay. So you have taken the sheetrock
5 off of the interior of the garage. Is that yes?
6 A. Yes.
7 Q. What else have you done with the home?
8 A. Completely new heating system ductwork.
9 Q. Who did that?
10 A. I believe it was E.F. Martin.
11 MR. TAYLOR: I'm sorry, I couldn't hear
12 that.
13 THE WITNESS: I believe it was E.F.
14 Martin.
15 BY MR. ANDERSON:
16 Q. Do you know how much you paid E.F.
17 Martin to do that?
18 A. I don't remember the numbers. I have
19 it written down. The attorneys have it.
20 Q. Who did your roof?
21 A. I don't remember his name. My wife
22 would know his name.
23 Q. Are you satisfied with the work that
24 they did?
25 A. Yes.

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1 excellent roof on this home, you'll get 20 years of
2 use out of that roof?
3 A. She said to my wife, There's nothing
4 wrong with this roof.
5 Q. And when was that said?
6 A. My wife would know. I don't know. I
7 wasn't there.
8 Q. And that was before closing?
9 A. Yes.
10 Q. And what else did she tell her at that
11 time? Were you there then?
12 A. I don't remember if I was there or not.
13 I don't know. I know she spoke with my wife on
14 that occasion.
15 Q. All right. You would agree that Corley
16 agreed to you that he was going to make repairs to
17 the home based upon a home inspection report. Is
18 that correct?
19 A. I don't remember.
20 Q. You don't remember --
21 A. I don't.
22 Q. -- whether y'all agreed to -- whether
23 he agreed to do the repairs to the home inspection
24 report in order for you to purchase a home?
25 A. I believe so.

Janet Loper informed the Malejkos the roof
was only three years old

1 don't have knowledge of roofs. It's a
2 beautiful-looking home, but I don't have knowledge
3 as to what things are supposed to look like. That
4 is what a Realtor does, that's her qualifications,
5 not mine.

6 Q. Okay. Let's go back. When did she
7 tell you that it was a three-year-old roof?
8 There's a difference between a beautiful-looking
9 roof and making a specific statement about the age
10 of a particular item.

11 A. Correct.

12 Q. So did she ever tell you that it was a
13 three-year-old roof?

14 A. Absolutely she told us it was a
15 three-year-old roof.

16 Q. Well, when you had the home
17 inspected --

18 A. Right.

19 Q. -- the home inspector found multiple
20 leaks on that roof. And, in fact, inside the house
21 you could see some leaks that were evident from the
22 roof.

23 A. Correct.

24 Q. That wouldn't be something you normally
25 have from a three-year-old roof, wouldn't it?

1 she may know.

2 Q. All right. So earlier you testified
3 that the property -- the roof age was disclosed on
4 the MLS sheet, but that was in error, correct?

5 A. Apparently, but I know that she told
6 me. I know that she told us that it was a
7 three-year-old roof.

8 Q. Do you know when this conversation took
9 place?

10 A. I don't remember exactly when it took
11 place, but it took place earlier -- early on in the
12 process.

13 Q. And if it was a three-year-old roof,
14 did you ever ask who put the roof on?

15 A. We did, and they could not come up with
16 the information of who did it.

17 Q. And who did you ask that of?

18 A. I relayed everything through Ms. Loper.
19 She was my agent.

20 Q. Okay. And you asked her to ask who?

21 A. The previous owner.

22 Q. Are you claiming that NextGen Realty or
23 Ms. Loper failed to disclose any material facts to
24 you as it relates to this property?

25 A. I'm not sure what that means.

Janet Loper minimized the severity of the
defective items noted in the home
inspection report

1 Q. All right. From Ms. Loper?

2 A. That's correct, sir.

3 Q. But you didn't challenge her with that,
4 did you?

5 A. We went page-for-page.

6 Q. You went page --

7 A. She went through this home inspection
8 with us, page-for-page.

9 Q. Okay.

10 A. And said that lot of inspectors -- like
11 he's a perfectionist, so he had to pick out
12 everything that was wrong with the house. But I
13 was told that it's not as bad as it looks.

14 Q. Okay. Meaning that these items could
15 be corrected, right?

16 A. Well, when you look at them they sure
17 look bad. So if it's not as bad as it looks, I
18 would think that they weren't as bad as it looks.

19 Q. All right. But --

20 A. Some of the pictures look terrible.

21 Q. And so you and your husband went over
22 this report page-by-page with Ms. Loper?

23 A. That's correct.

24 Q. When did that take place?

25 A. I couldn't give you an exact date of

Page 282 1 as well, and one is a psychiatrist. 2 One is Dr. Ornelas and the other one 3 is -- I believe it's Cornelius. I may have that a 4 little mixed up, but it's the same office. 5 Q. Is that the same office that you're 6 attending as well? 7 A. No, sir. 8 Q. Why did you decide to go to the Brain 9 Center for your treatment for depression, and who 10 is Dr. Ornelas with? 11 A. You know, I don't really know name of 12 the company itself. It's through USC. 13 Q. I'm just trying to understand why he's 14 receiving treatment for depression at one place and 15 you're receiving treatment for depression at 16 another place. 17 A. His place doesn't take my insurance and 18 my place doesn't take his insurance. Insurance 19 reasons only. 20 Q. Why are you on two different 21 insurances? 22 A. My husband is permanently disabled, so 23 he has Medicare. 24 Q. And you have Medicare as well? 25 A. No, sir.	Page 283 1 Q. You have Medicaid? 2 A. No, sir. 3 Q. What type of insurance do you have? 4 A. I just have Blue Cross and Blue Shield 5 of South Carolina. 6 Q. And who does your daughter have? 7 A. Same as mine. 8 Q. You brought in a -- and we've got it 9 here in the exhibit book if you need to look at 10 it -- you've brought in three pages of -- 11 handwritten pages of medication that your husband 12 takes, presently takes. 13 Do you recall seeing that? 14 A. Yes, I made it out for you. 15 Q. Okay. Why did you do that? Why did 16 you have that? Was that for the purposes of the 17 deposition? 18 A. Yes, sir. 19 Q. Has there been any changes to that 20 list? 21 A. No, sir. 22 Q. No additions to that? 23 A. No, sir, nothing has changed at this 24 time. 25 Q. The mold remediators, have they assured
Page 284 1 you that when they complete or finish with your 2 home, that it will be safe and that it won't cause 3 you any problems, that you will be able to move 4 back into your home? 5 A. That is our goal, to move back into our 6 house. 7 Q. Have they given you any timeframe of 8 when that will be? 9 A. No, sir. 10 Q. Now, your husband indicated that your 11 husband was asked a number of questions about the 12 home inspection report. 13 And that home inspection report is 14 marked as Exhibit Number 16. It's in the exhibit 15 book. 16 Did you have a chance to look through 17 the home inspection report? And I will give you a 18 moment to pull that up. 19 A. I had. Yes, I did, sir. 20 Q. Did you read it as well? 21 A. I don't even really need to look at it. 22 I'm just going to tell you what I remember. 23 Q. Okay. 24 A. I clearly remember that, at the time we 25 got this inspection report, like my husband said,	Page 285 1 he went through it with Mrs. Loper over the phone. 2 And she told us not to be concerned with what we 3 see on the home inspection report.) 4 Q. I'm sorry, go ahead. 5 A. That we were not to be concerned with 6 what's on the home inspection report, page after 7 page, she had gone through it with my husband. 8 And, yes, I was presently there, but, yes, they 9 were on the phone together. 10 Q. So he was flipping through the report 11 on the phone with her? 12 A. On the computer. We didn't have -- at 13 that time we did not have it like you have it here. 14 Q. You didn't have a hardcopy at the time 15 that he was looking at it on the computer? 16 A. That's correct. 17 Q. Okay. So you were -- was she on 18 speakerphone, or did he have a handheld or cell 19 phone or what? 20 A. Speakerphone. 21 Q. Speakerphone. So you heard her going 22 through it with him? 23 A. I did. 24 Q. Did you read the report initially? Did 25 you go through and read the report on the computer

1 Q. Okay. This report was sent to you in
2 January of 2014 before you closed on the house with
3 my client, correct?

4 A. Yes.

5 Q. And this is a report from your expert
6 who you hired and you paid for, and he is now
7 presenting you with his inspection report, and he's
8 telling you, Here is my report, I have prepared it
9 for you, and this report you should read in its
10 entirety.)

11 MR. BULLARD: Object to form.

12 BY MR. LYBRAND:

13 Q. Isn't that correct?

14 A. That's what it says, but I was told by
15 my realtor, who I trusted, not to go over the whole
16 report, that she would go over it with me, and she
17 hit the highlighted areas and told me it was not
18 that bad.)

19 Q. Okay.)

20 A. I trusted her... That's why I never read
21 more of it.)

22 Q. And that's fine to give that
23 explanation; but my direct question to you,
24 notwithstanding what you just said, was, the
25 report, which was sent to you, a former realtor,

1 know what she was referring to, do you, because it
2 was over the phone?

3 Q. A. It was over the phone. I had the
4 report in front of me on a computer when we went
5 over it.
6 It's just, when we went over it, it was
7 all downplayed that it was not a big deal, and I
8 trusted that it wasn't a big deal and that we were
9 going to -- certain areas that needed to be
10 addressed were supposed to be addressed.

11 Q. When you say downplayed, that's kind of
12 a broad term, and I just want to be clear because
13 you have used it several times now in previous
14 testimony.

15 When you say downplayed the report, did
16 Ms. Loper ever do the opposite of anything as far
17 as this transaction?

18 A. I'm not sure I understand the question.

19 Q. Well, I guess I'm having trouble on why
20 she would have called you to go over the report and
21 then tell you not to read the report.

22 MR. BULLARD: Object to the form.

23 THE WITNESS: That's what she told me.

24 BY MR. ANDERSON:

25 Q. Is that what she told you?

1 whether you came back and bought the house or not?

2 A. That's correct, that's what I was told.

3 Q. He had to do something to sell the
4 house to anybody; is that correct?

5 A. That's correct, that's what I was told.

6 Q. So back to my question about the home
7 inspection report, when you went back or when you
8 learned that my client was addressing issues or
9 correcting or remedying problems that may have been
10 disclosed in Mr. Boyle's report, would it be fair
11 to say then that piqued your interest to possibly
12 get back in the deal?

13 A. It piqued my interests, yes.

14 Q. So in January, mid January, when you
15 first got that report, until you entered this
16 contract on March 5, 2014, that was roughly a month
17 and a half, you had about a month and a half where

18 you had possession of the house report from
19 Mr. Boyle and had every opportunity to review it in
20 detail?

21 A. I had opportunity. I felt like I
22 didn't need to because, as I said before, I went
23 over it with the Realtor, she downplayed
24 everything. I didn't realize all the other -- all
25 the issues with it to depth. And when I went back

1 got Exhibit 19 which is the -- excuse me,
2 Exhibit 16, the report, did you ever -- did you
3 ever, yourself, Mr. Malejko, go through it,
4 independent of talking to Ms. Loper, but once you
5 got this by e-mail from Mr. Boyle, did you ever
6 take the time to go through and sit down and
7 comprehensively read the findings and everything on
8 this report? Because it's 45 pages, it's pretty
9 lengthy and pretty detailed; would you agree?

10 A. It's pretty lengthy, yes.

11 Q. And so did you ever sit down, once you
12 got this report in mid-January of 2014, did you
13 ever sit down yourself and go through it
14 page-by-page, line-by-line, paragraph-by-paragraph
15 before you even asked Ms. Loper any questions about
16 it?

17 A. She told me not to.

18 Q. She told you not to?

19 A. She told me not to. She said wait to
20 go over it with her.)

21 Sorry.

22 Q. No, that's not a problem at all. Okay.
23 So your --

24 (The proceedings were interrupted.)

25 BY MR. LYBRAND:

1 Q. Okay. All right. If you will turn to
2 Page 3 of 30 on the Complaint, and specifically
3 Paragraph 15.

4 Okay. Paragraph 15 indicates that you
5 hired -- you and your wife hired PHI to conduct a
6 home inspection of the property.

7 And then it goes on to list a number of
8 issues with the property. Correct?

9 A. Yes.

10 Q. Those issues with the property, you
11 knew about prior to the purchase, correct?

12 A. We were made aware of the items. We
13 were made aware of the items but everything here
14 was downplayed when I went over it with the
15 realtor.

16 Q. Okay. Let's back up for a moment.
17 These items that you have listed here in Paragraph
18 15 are all items that you became aware of through
19 the PHI inspection report?

20 A. I don't know.

21 Q. Okay. Did any of these items you
22 see -- did any of these items you see yourself?

23 For instance, a roof leak above the
24 bedroom in front of the property, was that
25 something that was evident when you walked through

1 Q. Okay. All right. If you will turn to
2 Page 3 of 30 on the Complaint, and specifically
3 Paragraph 15.

4 Okay. Paragraph 15 indicates that you
5 hired -- you and your wife hired PHI to conduct a
6 home inspection of the property.

7 And then it goes on to list a number of
8 issues with the property. Correct?

9 A. Yes.

10 Q. Those issues with the property, you
11 knew about prior to the purchase, correct?

12 A. We were made aware of the items. We
13 were made aware of the items but everything here
14 was downplayed when I went over it with the
15 realtor.)

16 Q. Okay. Let's back up for a moment.
17 These items that you have listed here in Paragraph
18 15 are all items that you became aware of through
19 the PHI inspection report?

20 A. I don't know.

21 Q. Okay. Did any of these items you
22 see -- did any of these items you see yourself?

23 For instance, a roof leak above the
24 bedroom in front of the property, was that
25 something that was evident when you walked through

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1 downplayed. The day of the inspection there were
2 many inspections going on at the same time.
3 There was --
4 Q. All right. Let me stop you right
5 there. The day of the inspection there were many
6 inspections going on at the same time.
7 What other inspections were going on?
8 A. There was the HVAC system being
9 inspected and there was the termite inspection
10 being done.
11 Q. And then the home inspection was being
12 done?
13 A. Yes.
14 Q. All right. Now, why was that a
15 problem, do you think, or was that an issue?
16 A. There was, as I said, a lot of
17 confusion going on, because every thing that Ms.
18 Loper and I -- or Ms. Loper and my wife had talked
19 about -- there was always a story that she told
20 before the fact.
21 She had asked me to go over the
22 inspection.
23 I don't remember all the exact words,
24 but I do remember her saying something to the
25 effect that inspectors always make it seem like

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1 A. Yes.
2 Q. And then the two of you met
3 together --
4 A. No, we spoke on the phone.
5 Q. You spoke on the phone. Who all was on
6 that phone call?
7 A. Just her and I.
8 Q. All right. Was the purpose of that
9 phone call to go over or review the home inspection
10 report?
11 A. I believe so.
12 Q. All right. When you received the home
13 inspection report, did you read it before you
14 called her?
15 A. No.
16 Q. So you didn't read it, you didn't
17 review it, you just immediately called her?
18 A. If I remember right -- if I remember
19 right, I did not receive it too much before, too
20 long before we went over it, if I remember right.
21 Q. Why didn't you go over it with the home
22 inspector?
23 A. I don't know.
24 Q. Did Ms. Loper say that she was -- did
25 she hold herself out as being a specialist in any

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1 it's worse than what it is.
2 Q. She said --
3 A. She pretty much downplayed everything.
4 Q. All right. I'm sorry. I didn't hear
5 what you said. She told you --
6 A. I don't remember the exact words, but
7 she pretty much said that the inspectors make
8 things -- make it sound like things are worse than
9 they really are.
10 Q. All right. What was she talking about?
11 Was she just saying that in general?
12 A. In general when we were about ready to
13 go through the report.
14 Q. Okay. So when you're about ready to go
15 through report, was that the day of the inspection,
16 or was that --
17 A. No, it was later once the report was
18 released. I don't remember how later that was but
19 it was after the inspection.
20 Q. Okay. Did PHI provide you a copy of
21 the home inspection report?
22 A. I believe so. I'm not positive on
23 that.
24 Q. Did they provide Ms. Loper with a copy
25 of that report?

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1 type of home repair work?
2 A. It seemed that way.
3 Q. I'm sorry?
4 A. It seemed that way.
5 Q. How did it seem that way?
6 A. Well, she always talked about building
7 her own houses and she always talked about just
8 downplaying everything that was in the inspection
9 report. It seemed like she knew what she was
10 talking about.
11 Q. Well, did she ever point out anything
12 specifically in the home inspection report and say,
13 Don't worry about this, it's not a big deal?
14 A. That, I don't remember.
15 Q. All right. But you have a general air
16 that she felt that the home inspection report
17 was -- I don't want to put words in your
18 mouth -- tell me again.
19 It seemed that she was downplaying. Is
20 that your words? She was downplaying?
21 A. Yes, she downplayed. She downplayed a
22 lot of different things, including the roof. She
23 downplayed it. She was on the roof -- she was not
24 on the roof, but when the roofer was on the roof,
25 she said everything is fine.

1 date.

2 Q. Okay. So at least after the first
3 contract fell through, you had a copy of this home
4 inspection report?

5 A. I did.

6 Q. And did you read it?

7 A. I went over it with Mrs. Loper.

8 Q. Ms. Loper, did she get a copy of it?

9 A. She did.

10 Q. So tell me about going over it with

11 Ms. Loper. What did y'all discuss?

12 A. She went over it with me. She, what I

13 felt, downplayed a lot of stuff in this. But she

14 did go over certain items with me, went over it

15 with me.

16 Q. Let me ask you this: Were you
17 expecting Ms. Loper to evaluate the home inspection
18 report?

19 A. I don't know.

20 Q. You don't know?

21 A. I don't know what I was expecting. I
22 just thought that we were entering into a better
23 house than this; that's for sure.

24 MR. TAYLOR: I'm sorry, I couldn't hear
25 that.

Todd Corley purchased the home to collateralize a loan to Lori Corley

Page 21

1 Q Yeah. Downtown on Bull Street? Is that George
2 McElveen?
3 A I guess.
4 Q Did you or your company perform any work on the
5 property prior to purchasing it?
6 A No.
7 Q All right. How about after you purchased it?
8 A No. I may have taken some trees out the back yard.
9 MR. LIVOTI: Allen, could you repeat that
10 question? I'm sorry. I didn't hear you.
11 MR. BULLARD: Yeah. I just asked him if he --
12 if he or his company had done any work on the
13 property after he purchased it.
14 Q Why did you purchase 141 Fox Crossing?
15 A I had loaned Lori Corley \$30,000, and she got to
16 the point where she couldn't pay me back.
17 Q Uh-huh.
18 A And I believe she contacted me and told me that
19 this property was going to be -- was in danger of
20 getting sold at the tax sale or something, and it
21 also had a mortgage on it.
22 And, you know, I told her before I was going
23 -- before I loaned her any more money -- well,
24 before I was going to loan her any more money, I
25 would have to have collateral. And we worked out a

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1 deal to where I would take ownership of the house,
2 give her 75,000 to pay off the mortgage on it, and
3 get it out of the tax sale and I think gave her a
4 couple of extra dollars to take care of some other
5 bills. And it would also give me some collateral
6 on the money I had already loaned her.
7 So I think I ended up being 90-some-thousand
8 dollars into the house, and the deal was she would
9 -- I told her she could sell it, and, really, all I
10 wanted back out of it was my money. So, if she
11 made more than that, you know, it was her money
12 house, and I didn't want to make any money off of
13 them.
14 Q You said you had -- you already had loaned money to
15 Lori, 30,000, prior to the transaction for the
16 house?
17 A Yeah. I think it was 30,000.
18 Q What was that loan for?
19 A I don't know what they used it for exactly. They
20 were behind on a lot of stuff.
21 Her and her husband were buying a lot of stuff, you
22 said?
23 A Behind on a lot of stuff.
24 Q Oh, behind. I'm sorry. Bills and things?
25 A Yes.

Page 23

1 Q Okay.
2 A As far as I know.
3 Q And that was your understanding?
4 A ((Nods head up and down.))
5 Q Was that yes?
6 A Yes.
7 Q Okay. And then, as part of this sale, you ended up
8 -- she ended up with a little bit more money after
9 paying off the mortgage, is that right?
10 A That's correct.
11 Q Okay. All right. So it was not a loan to Ms.
12 Garvin?
13 A No. Lori basically was taking over everything.
14 Q All right. And she was just supposed to pay you
15 back once the house was sold from the proceeds of
16 the sale?
17 A Yeah. I mean, I would get my money back, and
18 anything over that I would give it to them.
19 Q Okay. All right. Were any other properties
20 involved? There was a mention of a Jaywood Circle.
21 Was that involved in the loan and collateral?
22 A I bought that outright.
23 Q Okay.
24 A That didn't have anything to do with them -- with
25 this deal.

Page 24

1 Q Okay. Did you put any time constraints on Lori's
2 sale of the house?
3 A I tried.
4 Q Okay. What did you tell her?
5 A It was a year initially, and then I think it went
6 over two or three years. I don't know how long it
7 -- well, it didn't sell until 2014. So, yeah, it
8 went over.
9 Q Okay. But it -- initially, you told her you wanted
10 her to sell it in a year?
11 A Yeah. She was going to try to sell it herself, and
12 she didn't have much luck doing that. She didn't
13 have time to really market it and try to sell it
14 the way it looked.
15 Q And what -- you said "the way it looked." What was
16 wrong with the way it looked?
17 A I meant she didn't have time to market it and sell
18 it the way it looked, to me --
19 Q I see.
20 A -- as far as her time and what she could devote to
21 selling it.
22 Q Who approached you about purchasing the property?
23 A No one approached me about selling the property.
24 Q Purchasing it, buying it.
25 A Buying it from me?

The roof began to leak after the Malejkos
moved into the home

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1 dug a hole in the yard and said that this would
2 disintegrate and nothing to worry about. And I'm
3 assuming that you called Ms. Loper at that time
4 too; is that right?
5 A. Well, Mr. Corley told me that he would
6 be back with his brother and they would dig it up,
7 excavate it, since they have the equipment, but I
8 haven't heard from them since.
9 Q. Okay. What was the next item about
10 your home that you can recall?
11 A. That was October of 2014, when we came
12 out in the morning, when we found the water in our
13 kitchen.
14 Q. Okay. Tell me about that.
15 A. Well, there was water in the kitchen,
16 that's a small little island -- it's not an island;
17 but it's a piece of the kitchen countertop that
18 rises up. And the water was on that, on the
19 countertop, on the floor, and in front of that
20 island.
21 Q. And y'all came home from --
22 A. No, I woke up in the morning to that.
23 Q. Okay. Do you know where the water came
24 from?
25 A. I do.

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1 he said that he will go up into the attic and he
2 will look and check things out up in the attic. He
3 went up on the roof, he checked things out on the
4 roof.
5 And then he started talking stuff that
6 I don't have any knowledge about. And what I'm
7 going to say is that he was talking roof stuff,
8 about pitches and about the way that water runs and
9 all of these types of things that I don't know
10 anything about. And I said what do we need to do
11 about this? He said there wasn't anything that he
12 could do for us because what he repaired, this has
13 nothing to do, this is a completely different
14 issue.
15 Q. Okay. Did you inform Ms. Loper of this
16 discussion?
17 A. I did.
18 Q. And did she come out?
19 A. She did not. She told me that she was
20 just a facilitator. When I heard that, it was --
21 it was like I was shocked.
22 Q. Was this conversation with you
23 personally?
24 A. Yes, it was.
25 Q. And so why were you shocked?

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1 Q. Where did it come from?
2 A. It came from a roof leak.
3 Q. And had it been raining that night?
4 A. Prior to that it had.
5 Q. All right. What did you do?
6 A. Called Mr. Humphries.
7 Q. What did he say and what was done?
8 A. He said that he would come -- well, our
9 conversation was he was asking me several
10 conversations(sic) about where the water was. Did
11 I see any staining in the kitchen ceiling, and I
12 said no. He asked me is this the first time that I
13 saw the water, and I said yes. And he asked me how
14 much and I said enough, you know, the counter was
15 wet and the floors were wet. And he made an
16 appointment with me to come out and look at it.
17 Q. And when he came out and looked, what
18 did he say?
19 A. Well, he wanted me to show him where
20 the water was, I showed him where the water was.
21 He looked -- there is a part of the ceiling in the
22 kitchen that he said something about the pitch, if
23 you look from the outside of the house there's a
24 small porch on the outside when you walk in, so
25 that would be your side entrance to the home. And

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1 A. Why was I shocked that she said, well,
2 I was just a facilitator?
3 Q. Right.
4 A. Well, she was our Realtor. She was the
5 one that sold the house, I thought that she would
6 want to come out and see what's going on. I didn't
7 know that that's not what Realtors do.
8 Q. You didn't rely upon her to inspect the
9 home, did you?
10 A. She didn't inspect the home, no.
11 Q. And you didn't rely upon her to make
12 any repairs to the home?
13 A. No, but she's the one that said it was
14 a beautiful roof.
15 Q. Well, you indicated that it was a --
16 the appearance of the home and the roof appeared to
17 be good too, right?
18 A. Well appeared, that's what it appeared
19 to look like, absolutely. That's what it appeared
20 to be that it was a beautiful home, but as we sit
21 here today that's not the case.
22 Q. Was that the last time you had spoken
23 to Ms. Loper?
24 A. I sent Ms. Loper a text message on a
25 Sunday, very, very, very upset and the text message

The roof leak caused mold to form

1 Q. All right. You installed three storm
2 doors. Is that installing storm doors in place of
3 other doors that were there, or is that a new
4 addition?

5 A. I think one of them was there and we
6 put on two storm doors. I don't remember. It was
7 done when we first moved in.

8 Q. You repaired steps to the side deck.
9 What do you mean by that?

10 A. I believe that the wood was dry-rotted,
11 was falling apart, was not safe.

12 Q. Where did the -- where did they find
13 the highest mold spore count in your home?

14 A. I believe it was in the kitchen.

15 Q. And you removed some molded sheetrock
16 from the kitchen; is that correct?

17 A. Yes, we removed that.

18 Q. Where was that water coming from that
19 caused the mold?

20 A. From the attic, from the roof.

21 I'm really sorry, I do need to use the
22 restroom again. I won't be long, but I have to use
23 the restroom.

24 (A brief recess was held.)

25 EXAMINATION

1 And if you have mold in your home, it's due
2 normally to moisture.

3 And if you make sure that there's no
4 moisture, then the mold doesn't grow; it doesn't
5 proliferate.

6 So you're back in the home now,
7 correct?

8 A. Right.

9 Q. And y'all don't have problems with your
10 allergies now, or do you?

11 A. They're not as bad as they were.

12 Q. Are you claiming that it's the result
13 of your roof which allowed moisture intrusion in
14 your home that caused the mold spores to
15 proliferate and cause your allergies?

16 A. There was mold found in the roof, there
17 was mold found in the heating system.

18 MR. OATES: I'm sorry. Can you repeat
19 that?

20 THE WITNESS: There was mold found in
21 the roof and there was mold found in the heating
22 system.

23 BY MR. ANDERSON:

24 Q. So you're claiming that it's both,
25 perhaps, water intrusion from the roof and water

After they moved into the home the Malejkos were informed the roof needed to be replaced

1 to 30 years of experience in roofing, so I could
2 get somebody very qualified that knew about roofs.

3 Q. Okay.

4 A. And every roofer that came out to our
5 home told us that they would not repair this roof,
6 it's inrepairable (sic). There is nothing that they
7 could do for us unless we are willing to -- the
8 whole roof was put on wrong, it was
9 inrepairable (sic) and there was no repairing this
10 roof. It was way far out of -- they wouldn't put
11 their name on the roof, is what they said. It
12 would have to be completely ripped off and
13 replaced.

14 Q. And is that from each of the roofers
15 that you contacted?

16 A. Well, each of them that we contacted
17 had 20 years experience or more. And each and
18 every one of the roofers that came to our home
19 would have to completely tear down the whole roof
20 and start over, yes.

21 Q. Well, at some point you made the
22 decision to re-roof -- to have the house re-roofed,
23 right?

24 A. We made the decision after we had an
25 engineer come out.

The Malejkos suffered health issues due to the materials in the HVAC system and mold

1 Q. All right. And your attorney has a
2 list of that that will equal \$62,000?

3 A. I'm sure he does.

4 Q. What contract did Ms. Loper or NextGen
5 Realty breach with you or your husband?

6 A. I have to be honest with you, I don't
7 know even know what the word breach of contract is.
8 My attorney prepared these documents, so he's the
9 one that put all these words in here. And I don't
10 know what all those words mean, but he does.

11 Q. Let's say that a breach of contract is
12 like a breach of an agreement, two parties had an
13 agreement and that agreement was dishonored by one
14 party; they breached the agreement. They breached
15 the contract.

16 How did Ms. Loper or NextGen Realty
17 breach any contract; is what my question is to you?
18 Are you aware of that?

19 A. I am aware of that, yes.

20 Q. What contract was breached?

21 A. Well, we had a HVAC inspection done,
22 Ms. Loper contacted the HVAC. That HVAC, yes, was
23 operable, but it was filled with black mold and
24 feces that my family breathed in for six months.
25 My husband suffered extensive health issues, as

1 Q. And has he got her on any type of
2 medication?

3 A. No, sir.

4 Q. Is she seeing any other physicians?

5 A. No, sir.

6 Q. All right. Dr. Harman, do you know his
7 first name?

8 A. William.

9 Q. And do you know what practice he's
10 with?

11 A. Lakeview Family Medicine.

12 Q. Has your daughter been diagnosed with
13 any type of allergies?

14 A. No, sir.

15 Q. Has your daughter exhibited any type of
16 medical condition that you feel is attributed to
17 this suit?

18 A. She was sick when we lived in the home.

19 Q. And what type of sickness was that?

20 A. Allergy-related issues, nasal problems,
21 coughing all the time, choking, vomiting. That's
22 about it.

23 Q. Do you have any evidence that Ms. Loper
24 or NextGen Realty had any knowledge of a mold
25 condition or any mold condition with your home

1 anything to your attorney?

2 A. Yes.

3 Q. What are you going to do this weekend
4 when you have to get out of your trailer?

5 A. At this point, I don't know.

6 Q. Are your parents available to take you
7 in?

8 A. No, they're not.

9 Q. Do you have anybody else besides your
10 sister?

11 A. I have other family members, but they
12 don't want to bother with us either.

13 Q. Did you have your camper tested for
14 mold?

15 A. No.

16 Q. Are you still having symptoms as a
17 result of the mold that you claim to experience in
18 your home?

19 A. I've had some symptoms, but I believe
20 through the medication, it's helping a lot.

21 Q. Tell me what these symptoms are.

22 A. The symptoms are headaches, allergy
23 symptoms, like runny nose, coughing. Choking at
24 night once I lay my head on the pillow, that's the
25 big one.

1 Q. When you got out of that contract, did
2 you discuss it with her?

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

4 Q. Well, you got out of that contract
5 because that roof had a -- that house on Bonnie
6 View Court had a leak on the roof, whether it was
7 at the boot or a shingle or what have you, but the
8 roof was leaking and that caused some water
9 intrusion and mold in the home.

10 Is that a simplification of what
11 happened?

12 A. I don't remember. I don't.

13 Q. You don't remember.

14 You're claiming that you and your wife
15 and your daughter in this suit have issues because
16 of mold, right?

17 A. Yes.

18 Q. And there are issues in this particular
19 home because of mold, correct?

20 A. I wasn't affected in the other home
21 like I am in this home.

22 MR. TAYLOR: I'm sorry?

23 THE WITNESS: I was not affected in the
24 other home --

25 MR. TAYLOR: In the other home?

Ray Malejko explained to defense counsel
that he did not understand what certain
legal terms meant

1 BY MR. LIVOTI:

2 Q. Mr. Malejko, before we took a break, I
3 was asking you questions about what you contend
4 that Corley Enterprises did to cause damage to your
5 home.

6 And there are three causes of action
7 that have been asserted by you and your wife
8 against my client.

9 One is for actual or constructive
10 fraud.

11 Do you personally have any knowledge or
12 will give any testimony as to what Corley
13 Enterprises did to engage in either actual or
14 constructive fraud?

15 A. I don't understand what that means..

16 Q. Do you have any knowledge that Corley
17 Enterprises acted fraudulently or intended to
18 defraud you or your wife?

19 A. I don't understand. I don't know. I
20 don't know the answer to that.

21 Q. Did Corley Enterprises ever make any
22 representations to you?

23 A. I don't know.

24 Q. You already testified to me earlier
25 that you never had any interaction with Lori.

1 A. I don't know.

2 Q. So is your answer you don't know?

3 A. That's my answer, I don't know.

4 Q. You don't know?

5 A. I don't know.

6 Q. Have you ever looked at an air
7 conditioning unit before?

8 A. No, that's not my trade.

9 Q. Have you ever looked at one?

10 A. I looked at it from the outside.

11 Q. Have you ever looked down inside of
12 one?

13 A. No.

14 Q. So you don't know what it looks like
15 down in there?

16 A. No.

17 Q. So you just can't say.

18 A. I don't know.

19 Q. You say that he had sufficient reason
20 to know that the system was in a defective and
21 unsafe condition.)

22 What do you mean by that?)

23 A. I don't know. That's terms that the
24 attorney drew up, and I don't know.) Again, from

25 lack of sleep, my wife dealt with the issues. She

1 license damage you?

2 A. Again, these are the terms that the
3 attorney uses. I don't know.

4 But I think that somebody has a lot of
5 nerve coming into somebody's home and doing an
6 inspection, performing an inspection on a unit,
7 bringing a family in, a child into their unit, and
8 he's not licensed. I just hope he can sleep
9 tonight.

10 Q. What kind of license was he supposed to
11 have, sir?

12 A. A license with the State of South
13 Carolina.

14 Q. What kind of license?

15 A. I don't know. I don't know.

16 Q. So you have all of this --

17 A. I was told he did not have a license
18 after the fact.

19 Q. So you have all of these opinions but
20 yet you don't even know what kind of license you're
21 talking about, sir. Is that what you're telling
22 me?

23 A. Yes.

24 Q. Well, suppose he had all of the
25 knowledge and in fact for 32 years taught people to

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1 BY MR. ANDERSON:
2 Q. But the contracts you entered into,
3 your wife is not on any of them, correct?
4 A. I don't see her name here.
5 Q. Now, I would agree with you that the
6 HUD statement indicates that you and your wife
7 purchased the home; but as far as the contract that
8 went into existence between you and NextGen Realty,
9 it was solely you and NextGen Realty.
10 Your wife never signed any of those
11 contracts and was not a party to those contracts;
12 was she?
13 A. I don't remember. It's not on here,
14 but I don't remember.
15 Q. Well, do you have any that shows her on
16 there?
17 A. No.
18 Q. Was there any contract that your wife
19 entered into with NextGen Realty or with Ms. Loper?
20 A. I don't know.
21 Q. You don't know?
22 A. I don't know.
23 Q. Is there anything that you could do to
24 refresh your memory?
25 A. I don't know.

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1 accompanying the breach of contract as enumerated
2 elsewhere, herein including but not limited to
3 advising Plaintiffs to proceed with the purchase of
4 the property knowing repairs had not been properly
5 performed.
6 Do you see that?
7 A. I don't know what it means. I don't
8 know.
9 Q. So you don't know what that means?
10 A. No.
11 Q. So if I asked you how NextGen or
12 Ms. Loper proceeded in that fashion, you wouldn't
13 know?
14 A. I can't remember.
15 Q. All right. The allegation here is that
16 NextGen -- and by definition Ms. Loper -- knew that
17 repairs had not been properly performed on this
18 house, but allowed you to go ahead and purchase it.
19 Do you understand that?
20 I mean, that's what it's stating, is
21 that she knew -- or NextGen knew -- that the
22 repairs hadn't been made appropriately, but went
23 ahead and got you to purchase the home.
24 A. I don't remember.
25 Q. Is it your intent for you and your

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1 Q. Well, let's look at the 7th Cause of
2 Action, then, because it looks as if you were the
3 only one that -- you're claiming breach of contract
4 accompanied by a fraudulent act -- because I'm not
5 aware of any contract with any other Plaintiff with
6 my client. Okay?
7 So the breach of contract accompanied
8 by a fraudulent act, what act did NextGen Realty or
9 Ms. Loper do that was fraudulent?
10 I just don't think that she represented
11 us the way she was supposed to. I don't know. I'm
12 sorry, I don't remember.
13 Q. Okay. Paragraph 86 says: NextGen
14 and/or Loper had and maintained a fraudulent intent
15 relating to the breach of the contract.
16 Do you know what that -- do you have
17 any evidence or can you explain any of that?
18 A. No, I don't know.
19 Q. Okay. Paragraph 87, it says: NextGen
20 and/or Loper committed and engaged in fraudulent
21 acts --
22 A. I have no idea where you are.
23 Q. It's Page 14 of 37, Paragraph 87.
24 It states: NextGen and/or Loper
25 committed and engaged in fraudulent acts

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1 family to move out of this house?
2 A. We love the house. We don't want to
3 move out of it.
4 Q. So you brought this suit for repairs to
5 pay for the new roof, to pay for the new HVAC
6 system and what other assorted items need to be
7 fixed.
8 Is that what the intent of the suit is?
9 A. I don't know. I know that all of these
10 repairs far exceed the market value of the house,
11 of what we paid for the house, and it's just a lot
12 more than what we knew.
13 Q. And by the market value of the house,
14 are you referring to the \$160,000?
15 A. I think so, yes.
16 Q. And so you think these repairs far
17 exceed that amount, far exceed 160? Is that the
18 way I interpret what you're saying?
19 A. They exceed -- they were not
20 anticipated and they exceed a lot more than what we
21 thought that -- I'm sorry, I can't even think
22 straight.
23 Q. Well, let's try to push on to Paragraph
24 94 on Page 15 of 30. And this is under the 8th
25 Cause of Action of negligence against NextGen and

1 Q. (h), by failing to use the degree of
2 care, caution and diligence that a reasonable
3 person acting as a real-estate agent would have
4 used under the circumstances then prevailing.

5 Do you have any example of that?

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

7 Q. Are you going to be able to -- are you
8 going to testify as to what the standards of a real
9 estate agent is?

10 A. I have no idea.

11 Q. You're licensed?

12 A. I was licensed over 20 years ago. I
13 don't remember. I drove a truck for seven years,
14 but I don't remember the standards of that either.
15 I don't know.

16 Q. All right. Do you plan to associate
17 any realtor to evaluate this and see whether the
18 standards were met?

19 A. I don't know.

20 Q. And, finally, "and other particulars as
21 may be proven at trial."

22 Do you understand any other particulars
23 that you're going to prove at trial against NextGen
24 or Ms. Loper?

25 A. I don't know.)

1 Q. And I'm assuming you don't know what
2 the standard for actual and punitive damages are
3 for negligence?

4 A. No.

5 Q. That's no?

6 A. No, I don't know.

7 Q. I may skip over some of these and allow
8 those attorneys that they pertain to which would
9 have a better idea, perhaps, to ask you those
10 questions.

11 Have you had a chance to review what
12 your damages are in this case, what you're claiming
13 for as damages?

14 A. Again, I believe it's in the report,
15 but I don't know. My wife would be better to
16 answer these questions.

17 Q. Okay. You understand what discovery
18 is. There's been a production of documents that
19 your Counsel provided us, which is a fairly large
20 portion of documents.

21 Do you understand that?

22 A. Yes.

23 Q. All right. We received documents that
24 are Bates labeled 172 from Conditioned Air of
25 Carolina, a quote for replacing the ductwork in the

1 Plaintiffs.

2 Do you see that, Paragraph 74, Page 12

3 of 30?

4 A. I don't know. I don't understand what

5 this means.

6 Q. Okay. All right. Let's go to the next

7 cause of action, then, as to NextGen and Loper,

8 breach of contract.)

9 What contract did NextGen and Loper

10 breach with you -- with you, your wife and

11 daughter?

12 What contract did she breach with you?

13 A. The attorney filled this out, did this?

14 I don't know what these terms mean.

15 Q. You don't know what these terms mean?

16 A. No.

17 Q. What terms, breach of contract?

18 A. Yes.

19 Q. You don't know what breach of contract

20 means?

21 A. No.

22 Q. Were you ever in the service?

23 A. No, sir.

24 Q. So you don't know what contract we're

25 talking about. You know what the term contract

1 A. It was a little over three months, I
2 think.

3 Q. And what were they doing at your home
4 during that three-month timeframe?

5 A. During that time, the roof and the
6 heating system were done.

7 Q. It took them three months to replace
8 the ductwork in the heating system?

9 A. I'm not sure what was any other holdup,
10 I don't know.

11 Q. All right. What's 82(e)? Can you
12 explain to me what that means? Plaintiffs lost the
13 benefit of the bargain in their purchase of the
14 property.

15 A. Where is this?

16 Q. It's Paragraph 82(e).

17 A. Again, this is a legal document. (I
18 don't know. I'm not the attorney.)

19 Q. All right. (f), costs associated with
20 the reinspection of the property by a licensed
21 engineer.

22 Did you retain a licensed engineer to
23 conduct a home inspection?

24 A. I think we did. We did.

25 Q. And did he provide you a written

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1 THE WITNESS: In the other home.
2 BY MR. ANDERSON:
3 Q. Like you are in this home?
4 A. Yes.
5 Q. So what's your effect in this home?
6 A. I was choking, coughing. The allergy
7 issues were very much enhanced until the mold was
8 taken away and the medication was taken.
9 Q. All right. Were you and your wife
10 concerned about the roof on this home based upon
11 the issues that you had in the Bonnie View Court
12 home?
13 A. We were told that the issues in this
14 home were resolved, that the leak was stopped, and
15 we never thought it was any worse than that.
16 Q. All right. And let me go back. You
17 told your realtor about the issues with the Bonnie
18 View Court home. Did you not?
19 A. I don't remember.
20 Q. Well, who would remember?
21 A. I don't know. I guess she would.
22 Q. Did you ever write it down anywhere,
23 discuss it with your wife? Was it discussed with
24 anybody else in front of --
25 A. I discuss everything with my wife, so

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1 Q. All right. Well, look at Paragraph 20
2 of your Complaint.
3 A. I'm reading it, but it's just words.
4 I'm sorry, I just can't -- I can't grasp it.
5 Q. Okay. Let's just take it bit by bit.
6 You're claiming that Ms. Loper or
7 NextGen had a duty of loyalty and a duty to act in
8 compliance with your instructions.
9 Do you see that?
10 Do you know what the term fiduciary
11 duty is?
12 A. (Shaking head from side to side.)
13 Q. Is it because you don't remember or
14 don't recall? Did you ever address or ever get
15 training on that when you became a licensed
16 realtor?
17 A. I don't remember.
18 Q. All right. What are you claiming
19 Ms. Loper or NextGen Realty did that was not per
20 your instructions, you or your wife's instructions?
21 A. I don't know.
22 Q. What do you claim that she did not
23 disclose to you as it relates to this property that
24 she knew or that NextGen Realty knew of?
25 A. This is all lawyer stuff. I don't

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1 she may know.
2 Q. All right. So earlier you testified
3 that the property -- the roof age was disclosed on
4 the MLS sheet; but that was in error, correct?
5 A. Apparently, but I know that she told
6 me. I know that she told us that it was a
7 three-year-old roof.
8 Q. Do you know when this conversation took
9 place?
10 A. I don't remember exactly when it took
11 place, but it took place earlier -- early on in the
12 process.
13 Q. And if it was a three-year-old roof,
14 did you ever ask who put the roof on?
15 A. We did, and they could not come up with
16 the information of who did it.
17 Q. And who did you ask that of?
18 A. I relayed everything through Ms. Loper.
19 She was my agent.
20 Q. Okay. And you asked her to ask who?
21 A. The previous owner.
22 Q. Are you claiming that NextGen Realty or
23 Ms. Loper failed to disclose any material facts to
24 you as it relates to this property?
25 A. I'm not sure what that means.

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1 I know. I don't know.
2 Q. Well, tell me, as you sit here today,
3 what do you want Ms. Loper to do to make you whole?
4 A. I don't know.
5 Q. All right. In Paragraph 21 it
6 indicates that NextGen -- Ms. Loper in her
7 individual capacity and as an agent of NextGen and
8 Corley arranged for Humphries and/or DRI to repair
9 the roofing issues identified in the report and
10 inspect the entire roof system.
11 Do you know whether Ms. Loper or
12 NextGen called Mr. Humphries or DRI, or was that
13 Mr. Corley?
14 A. I had no conversations with Corley, so
15 I don't know. She would know the answer to that.
16 I'm not sure. I don't know.
17 Q. All right. You claim here that
18 Ms. Loper arranged for Mooneyham and/or MSE to
19 inspect the entire HVAC system. Tell me about
20 that.
21 A. Mr. Mooneyham was one of the guys that
22 she had that she recommended, and we called him,
23 and it turns out he doesn't even have a license.
24 Q. Do you think that Ms. Loper knew that,
25 or NextGen Realty knew that?

Deed and Closing Documents showing
Cristine Malejko as owner of property

Deed Prepared by:
Rogers Townsend & Thomas, PC
220 Executive Center Drive
Columbia, SC 29210
021452-00001

2014013091 FILED, RECORDED, INDEXED
2014-04-02 02:27:30:173
REC FEE: \$10.00 ST FEE: \$416.00
CO FEE: \$176.00 Pages: 3
Lexington County R.O.D. Debra M. Gunter
DEED Bk:Pg 16880:200 E

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

GENERAL WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS, that **TODD CORLEY** (hereinafter called "Grantor"), for and in consideration of the sum of One Hundred Sixty Thousand and 00/100 Dollars (\$160,000.00) to the Grantor in hand paid at and before the sealing of these presents by **RAYMOND J. MALEJKO AND CRISTINE MALEJKO**, (hereinafter called "Grantee") in the State aforesaid, (the receipt and sufficiency of which is hereby acknowledged), and subject to all easements and restrictions of record and otherwise affecting the property, has granted, bargained, sold and released, and by these Presents does grant, bargain, sell and release to **RAYMOND J. MALEJKO AND CRISTINE MALEJKO** as Joint Tenants with the rights of survivorship, as defined in §27-7-40, SC Code of Laws (1976), and not as tenants in common, the following described property:

All that certain piece, parcel or lot of land, together with improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, being shown and designated as Lot A25 on a plat of Fox Crossing, Phase I, prepared by Associated Engineers & Surveyors, Inc., dated June 26, 1986, and recorded in the office of the Register of Deeds for Lexington County in Plat Book 219-G at page 108. Being more particularly shown and delineated on a plat prepared for Raymond J. Malejko and Cristine Malejko by Ben Whetstone Associates, dated March 20, 2014, and recorded in Plat Book 6873 at page 194. Reference to said latter plat is made for a more complete and accurate description.

This being the same property conveyed to Todd Corley by deed of Clementena S. Garvin dated December 17, 2010 and recorded January 4, 2011 in the Office of the ROD for Lexington County in Deed/Record Book 14658 at Page 44.

Grantee's address: 141 Fox Crossing Road
West Columbia, SC 29170

TMS# 005536-01-011

TOGETHER with all and singular the Rights, Members, Hereditaments and Appurtenances to the Premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular the premises before mentioned unto the Grantee, his Heirs and Assigns forever, as Joint Tenants with the rights of survivorship, as defined in §27-7-40 SC Code of Laws (1976), and not as tenants in common.

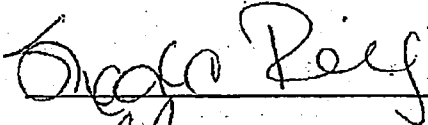
And the Grantor does hereby bind himself and his heirs to warrant and forever defend all and singular the premises unto the Grantee, His Heirs and Assigns against himself and his heirs and against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

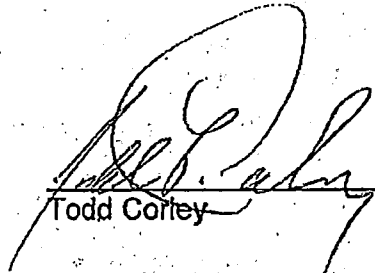
Any reference in this instrument to the singular shall include the plural, and vice versa. Any reference to one gender shall include the others, including the neuter. Such words of inheritance shall be applicable as are required by the gender of the Grantee.

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal.

Date: March 31, 2014

Signed, Sealed and Delivered
in the presence of:





Todd Corley

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

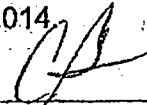
ACKNOWLEDGMENT

S.C. §30-5-30

(EFFECTIVE JANUARY 1, 1995)

I, a Notary Public for South Carolina, do hereby certify that Todd Corley personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and seal this March 31, 2014



Notary Public

My Commission Expires: 1/27/16

**A. Settlement Statement (HUD-1)****B. Type of Loan**

1. ☐ FHA	2. ☐ RHS	3. ☐ Conv. Unins.	6. File Number: 021452-00001	7. Loan Number: 6670768552	8. Mortgage Insurance Case Number:
4. ☐ VA	5. ☒ Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Raymond J. Malejko and Cristine Malejko PO Box 84842 Lexington, SC 29073	E. Name and Address of Seller: Todd Cortay 503 Lucius Road Columbia, SC 29201	F. Name and Address of Lender: First Community Bank, N.A. 833 Gracern Road Columbia, SC 29213
G. Property Location: 141 Fox Crossing Road West Columbia, SC 29170 Lexington County, South Carolina	H. Settlement Agent: Rogers Townsend & Thomas, PC 220 Executive Center Drive Columbia, SC 29210 Place of Settlement: 220 Executive Center Drive Columbia, SC 29210 Ph. (803)771-7900	I. Settlement Date: March 31, 2014

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price	160,000.00	401. Contract sales price	160,000.00
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	6,209.14	403.	
104.		404.	
105.		405.	
Adjustments for items paid by Seller in advance		Adjustments for items paid by Seller in advance	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes to		407. County Taxes to	
108. Assessments 04/01/14 to 01/01/15	41.44	408. Assessments 04/01/14 to 01/01/15	41.44
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	166,250.58	420. Gross Amount Due to Seller	160,041.44
200. Amounts Paid by or in Behalf of Borrower		500. Reductions in Amount Due Seller:	
201. Deposit or earnest money	500.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	162,000.00	502. Settlement charges to Seller (Line 1400)	10,591.24
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Refund Lock Deposit	350.00	504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506. Dep. retained (\$500.00)	500.00
207.		507.	
208. Seller Paid Closing Costs	2,000.00	508. Seller Paid Closing Costs	2,000.00
209.		509.	
Adjustments for items unpaid by Seller		Adjustments for items unpaid by Seller	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes 01/01/14 to 04/01/14	1,034.28	511. County Taxes 01/01/14 to 04/01/14	1,034.28
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	155,884.28	520. Total Reduction Amount Due Seller	14,225.62
300. Cash at Settlement from/to Borrower		600. Cash at settlement to/from Seller	
301. Gross amount due from Borrower (line 120)	166,250.58	601. Gross amount due to Seller (line 420)	160,041.44
302. Less amount paid by/for Borrower (line 220)	(155,884.28)	602. Less reductions due Seller (line 520)	(14,225.62)
303. Cash ☒ From ☐ To Borrower	10,366.30	603. Cash ☒ To ☐ From Seller	145,815.92

* Paid outside of closing by borrower (B), seller (S), lender (L), or third-party (T)

The public reporting burden for this collection of information is estimated at 35 minutes per response, including reviewing, collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a current valid OMB control number. No confidentiality is claimed; this disclosure is mandatory. This is designed to provide to a BEA-covered transaction with information during the settlement process.

L. Settlement Charges			
700. Total Real Estate Broker Fees	\$ 9,600.00		
Division of commission (line 700) as follows:			
701. \$ 3,360.00 to NEXGEN		Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
NOK Line 701 includes Adjustment of -1,440.00 For Referral Fee			
702. \$ 4,200.00 to NEXGEN			
703. Commission paid at settlement			
704. Deposit Ref. by Selling Agent to NEXGEN	\$500.00 (POC-B)		7,800.00
705. Referral Fee to Referral Center			
800. Items Payable in Connection with Loan			1,410.00
801. Origination charge	\$ 2,410.00 (from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen	\$ (from GFE #2)		
803. Your adjuster, origination charges	(from GFE #4)		
804. Appraisal fee to Barczak & Associates	(from GFE #3)	2,410.00	
805. Credit Report to	(from GFE #3)	350.00	
806. Tax service to	(from GFE #3)		
807. Flood certification to	(from GFE #3)		
808.	(from GFE #3)		
809.	(from GFE #3)		
810.	(from GFE #3)		
811.	(from GFE #3)		
900. Items Required by Lender to Be Paid in Advance			
901. Daily interest charges from 03/31/14 to 04/01/14 1 @ \$18.75/day (from GFE #10)			18.75
902. Mortgage insurance premium for months to	(from GFE #3)		
903. Homeowner's insurance for 1.0 years to Safeco Insurance	(from GFE #11)	699.00	
904.	(from GFE #11)		
905.	(from GFE #11)		
1000. Reserves Deposited with Lender			
1001. Initial deposit for your escrow account	(from GFE #9)	470.20	
1002. Homeowner's insurance 2.000 months @ \$ 93.25 per month \$ 168.50			
1003. Mortgage insurance 0.00 months @ \$ 88.40 per month \$			
1004. Property taxes			
County Taxes 5.000 months @ \$ 73.48 per month \$ 367.40			
Assessments months @ \$ per month \$			
1005.			
1006.	months @ \$ per month \$		
1007.	months @ \$ per month \$		
1008.			
1008. Aggregate Adjustment	\$ -63.70		
1100. Title Charges			
1101. Title services and lender's title insurance	(from GFE #4)	1,311.20	
1102. Settlement or closing fee	\$		
1103. Owner's title insurance to Old Republic National Title Insurance Company	(from GFE #5)	298.00	
1104. Lender's title insurance to Old Republic National Title Insurance Company	\$ 499.20		
1105. Lender's title policy limit \$ 152,000.00			
1106. Owner's title policy limit \$ 180,000.00			
1107. Agent's portion of the total title insurance premium to Rogers Townsend & Thomas, PC \$ 386.32			
1108. Underwriter's portion of the total title insurance premium to Old Republic National Title Insurance Comp \$ 256.88			
1109. Document Preparation to Rogers Townsend & Thomas, PC \$			
1110. Payoff to Rogers Townsend & Thomas, PC \$		200.00	
1111. Admin Fee to Rogers Townsend & Thomas, PC \$		50.00	
1112.	\$	25.00	
1113.	\$		
1200. Government Recording and Transfer Charges			
1201. Government recording charges to Lexington County (from GFE #7)		39.30	
1202. Deed \$ 10.00 Mortgage \$ 24.00 Releases \$ Other \$			
1203. Transfer taxes (from GFE #8)			
1204. City/County tax/stamps \$			
1205. State tax/stamps \$ 582.00 \$			
1206. Record Survey \$ \$ 5.00		582.00	
1207.			
1300. Additional Settlement Charges			
1301. Required services that you can shop for (from GFE #6)			
1302. Survey to Ben Wheatstone Associates \$		400.00	
1303. 2013 HOA Dues to Fox Crossing HOA \$			
1304. 2014 HOA Dues to Fox Crossing HOA \$		64.40	
1305. Home Warranty to American Home Shield \$		55.00	
1306. Garage Door Opener to Janel Loper \$		530.00	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)		74.64	
Paid outside of closing by borrower(B), seller(S), lender(L), or title-party(T)		6,209.14	10,691.24

Certified to be a true copy.
See additional disbursement exhibit.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges		Good Faith Estimate	HUD-1
Charges That Cannot Increase			
	HUD-1 Line Number		
Our origination charge	# 801	2,410.00	2,410.00
Your adjusted origination charges	# 803	2,410.00	2,410.00

Charges That in Total Cannot Increase More than 10%		Good Faith Estimate	HUD-1
Government recording charges	#1201	35.00	39.00
Appraisal fee	# 604	350.00	350.00
Total		385.00	389.00
Increase between GFE and HUD-1 Charges		\$ 4.00 or	1.04%

Charges That Can Change		Good Faith Estimate	HUD-1
Initial deposit for your escrow account	#1001	313.45	470.73
Daily interest charges	# 801 \$ 18.739730/day	74.93	18.74
Homeowner's insurance	# 903	1,040.04	999.00
Title services and lender's title insurance	#1101	1,231.00	1,314.20
Owner's title insurance to Old Republic National Title Insurance	#1103		208.00

Loan Terms

Your initial loan amount is	\$ 152,000.00
Your loan term is	30.00 years
Your initial interest rate is	4.5000 %
Your initial monthly amount owed for principal, interest and any mortgage insurance is	\$ 838.55 includes ☒ Principal ☒ Interest ☒ Mortgage Insurance
Can your interest rate rise?	☒ No ☐ Yes, it can rise to a maximum of ____%. The first change will be on ____ and can change again every ____ months after _____. Every change date, your interest rate can increase or decrease by ____%. Over the life of the loan, your interest rate is guaranteed to never be lower than ____% or higher than ____%.
Even if you make payments on time, can your loan balance rise?	☒ No ☐ Yes, it can rise to a maximum of \$_____.
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	☒ No ☐ Yes, the first increase can be on _____ and the monthly amount owed can rise to \$_____. The maximum it can ever rise to is \$_____.
Does your loan have a prepayment penalty?	☒ No ☐ Yes, your maximum prepayment penalty is \$_____.
Does your loan have a balloon payment?	☒ No ☐ Yes, you have a balloon payment of \$_____ due in ____ years on _____.
Total monthly amount owed including escrow account payments	☐ You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. ☒ You have an additional monthly escrow payment of \$156.73 that results in a total initial monthly amount owed of \$995.29. This includes principal, interest, any mortgage insurance and any items checked below: ☒ Property taxes ☐ Flood insurance ☐ ☒ Homeowner's insurance ☐ ☐

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

HUD-1 Attachment

Borrower(s): Raymond J. Malejko and Cristine Malejko
 PO Box 84842
 Lexington, SC 29073
Lender: First Community Bank, N.A.
Settlement Agent: Rogers Townsend & Thomas, PC
 (803)771-7900
Place of Settlement: 220 Executive Center Drive
 Columbia, SC 29210
Settlement Date: March 31, 2014
Property Location: 141 Fox Crossing Road
 West Columbia, SC 29170
 Lexington County, South Carolina

Seller(s): Todd Corley

503 Lucius Road
 Columbia, SC 29201

Adjusted Origination Charge Details

Origination Charge
Origination Fee 2,410.00
 to First Community Bank, N.A.
Total \$ 2,410.00

Origination Credit/Charge (points) for the specific interest rate chosen

Total \$

Adjusted Origination Charges \$ 2,410.00

Reserves Deposited with Lender

Homeowner's Insurance 166.50
 1,000 at 83.25 per month
County Taxes 367.40
 5,000 at 73.48 per month
Aggregate Adjustment -63.70
Total \$ 470.20

Title Services and Lender's Title Insurance Details

BORROWER

SELLER

Abstract/Title Search 215.00
 to Rogers Townsend & Thomas, PC
Title Binder 100.00
 to Rogers Townsend & Thomas, PC
Attorney's Fees 450.00
 to Rogers Townsend & Thomas, PC
Admin Fee 75.00
 to Rogers Townsend & Thomas, PC
CPL 35.00
 to Old Republic National Title
Lender's title insurance 439.20
 to Old Republic National Title Insurance Company

Total \$ 1,314.20 **\$** 0.00

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(021452-00001.PFD/021452-00001/22)

Owner's Title Insurance	BORROWER	SELLER
Owner's Policy Premium to Old Republic National Title Insurance Company	208.00	
Total	\$ 208.00	\$ 0.00

Lender's Title Insurance	BORROWER	SELLER
*fees also shown above in Title Services and Lender's Title Insurance Details		
Lender's Policy Premium to Old Republic National Title Insurance Company	439.20	
Total	\$ 439.20	\$ 0.00

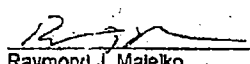
WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

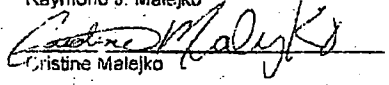
(021452-00001.PFD/021452-00001/29)

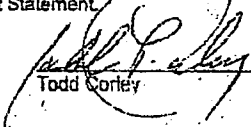
ACKNOWLEDGMENT OF RECEIPT OF SETTLEMENT STATEMENT

Borrower: Raymond J. Malejko and Cristine Malejko
Seller: Todd Corley
Lender: First Community Bank, N.A.
Settlement Agent: Rogers Townsend & Thomas, PC
(803)771-7900
Place of Settlement: 220 Executive Center Drive
Columbia, SC 29210
Settlement Date: March 31, 2014
Property Location: 141 Fox Crossing Road
West Columbia, SC 29170
Lexington County, South Carolina

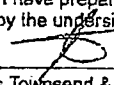
I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.


Raymond J. Malejko


Cristine Malejko


Todd Corley

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.


Rogers Townsend & Thomas, PC
Settlement Agent

WARNING: It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

(021452-00001.PFD/021452-00001/23)

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NO.: 2015-CP-40-480

Raymond J. Malejko and Cristine Malejko,)
individually and on behalf of their minor)
child, Stephanie Malejko,)

Plaintiffs,)

v.)

Todd Corley, Janet Loper, NextGen Real)
Estate, LLC, Thomas Humphries, Dr. Roofs,)
Inc., Ray Mooneyham, Mooneyham Solar &)
Electric, Professional Home Inspections,)
Inc., Corley Enterprises, Inc. of South)
Carolina, and DBR Franchising, LLC,)

Defendants.)

AFFIDAVIT OF CARLTON SEGARS

RICHLAND COUNTY
FILED
2015 JUL 20 AM 8:43
JEANETTE W. MCBRIDE
C.C.P. & G.S.

Carlton Segars, being first duly sworn, deposes and says that:

1. I am more than 21 years of age, am competent to make this affidavit, and have personal knowledge of all matters set forth herein.
2. This affidavit supplements my prior deposition testimony and serves to summarize and clarify my opinions in this matter.
3. I am the president and founder of Carlton Segars Consulting, LLC.
4. I am licensed by the South Carolina Real Estate Commission as a real estate broker and have been so licensed since 1981.
5. I am certified by the State of South Carolina as an Instructor for Real Estate courses and have been so certified since 2000.

6. I am certified by the Association of Real Estate License Law Officials and the International Distance Education Certification Center as a Distance Education Instructor and have been so certified since 2000 (Currently in Renewal).

7. I am a 2001 graduate of the South Carolina Association of Realtors Leadership Program and a former member of the Association's Dispute Resolution Committee.

8. I served on the Columbia Board of Realtors Education Committee from 2001 through 2004 and it's Legislative Committee in 2001 and 2004.

9. I am currently and have been a member of the Real Estate Educators Association since 2000. I received the designation of Distinguished Real Estate Instructor in 2006 and continue to hold that designation.

10. I was a prior member of the Palmetto Real Estate Educators Association (2000-2005). The positions held in that organization were Treasurer and President of the Association and served on the Association's Board of Directors from 2002 to 2004. This organization was disbanded in 2005 and incorporated into the National Organization.

11. In addition to the aforementioned licenses, I also hold a license as a Certified General Appraiser from the South Carolina Real Estate Appraisers Board (CG-80) and a license from the South Carolina Department of Insurance as an Insurance Adjuster for Property, Casualty, Surety and Marine lines of insurance.

12. I am also certified as a Uniform Standards of Professional Appraisal Practice Instructor and a South Carolina Continuing Appraisal Education Instructor in both Real Estate and Appraising.

13. I was a founding member of the South Carolina Association of Home Inspectors, a member of the South Carolina Association of Home Builders, a member of the South Carolina Chapter of the U.S. Green Building Council, a former member of the Manufactured Housing Institute of South Carolina, a member of the Southern Building Code Congress International, a former member of the National Association of Master Appraisers, a Founding Member of the South Carolina Professional Appraisers Coalition and a former member of the Association of State Floodplain Managers.

14. I have been licensed as a Realtor(no longer active) and real estate broker in South Carolina for over thirty-five years. I have taught classes to individuals seeking to obtain their real estate licenses as well as continuing real estate education courses to licensed realtors for over seventeen years.

15. As an instructor I have taught over two hundred classes over the course of seventeen years, covering subject matter including, but not limited to, ethics, real estate law and real estate regulation.

16. I have also kept abreast of current developments in real estate through personal research as part of my consulting business as well as attending continuing real estate education classes to maintain my broker's license.

17. My extensive experience in the real estate industry has helped me to develop a thorough understanding of the duty of care real estate agents and real estate brokers owe to the participants in a real estate transaction, whether they be a buyer's agent, a seller's agent or a dual agent.

18. I have been qualified and testified as an expert witness on ten to fifteen occasions in South Carolina State Courts and two times in Federal Court.

19. I have been retained by Ray and Cristine Malejko to review the actions taken by their realtor, Janet Loper, in the transaction which led to their purchase of the house located at 141 Fox Crossing Road, West Columbia, South Carolina in early 2014, and to provide them with an opinion on whether Mrs. Loper complied with a real estate agent's or real estate broker's duty of care in her representation of them.

20. I have spoken with the Malejkos regarding their interactions with Mrs. Loper and other aspects of the transaction. I have reviewed the transcript of Mrs. Loper's deposition taken in this matter on December 7, 2016. I have reviewed the transcript of Thomas Humphries deposition taken August 24, 2016. I have reviewed other relevant documentation and deposition excerpts that have been provided to me by the Malejkos' counsel and counsel for the Defendants. I have reviewed relevant statutes concerning real estate agents' duty of care and real estate brokers' duty of care. In addition, I have discussed the facts and circumstances of the matter with the Malejkos' counsel.

21. As a real estate agent and real estate broker Mrs. Loper had a duty to exercise reasonable skill and care in discharging her duties. She owed the Malejkos duties of loyalty, obedience, disclosure, confidentiality, reasonable care, diligence, and accounting. She was also bound to disclose all relevant facts concerning the transaction which were actually known to her or reasonably should have been known to her.

22. Real estate agents/brokers occupy a fiduciary relationship with their clients and are under a legal obligation as well as a high moral duty to give them loyal service. The real estate agent/broker, therefore, is bound to act in good faith and with due regard to the interests of their client. Real estate agents/brokers must fully disclose to their clients all known information that is significant and material. Silence may constitute fraud.

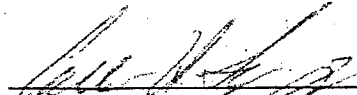
23. Based upon my review of the facts and circumstances of this matter, in my opinion, and to a reasonable degree of professional certainty, I believe that Janet Loper breached the duties she owed to the Malejkos in the following particulars:

- a) Mrs. Loper recommended Ray Mooneyham to the Malejkos as a person qualified to perform a pre-closing inspection of the HVAC system at 141 Fox Crossing Road. Mrs. Loper failed to determine whether Mr. Mooneyham was properly licensed and qualified to perform HVAC repairs and inspections. Mr. Mooneyham did not possess a license to perform HVAC work inspections and has been instructed to cease and desist both by the South Carolina Department of Labor, Licensing and Regulation. Mr. Mooneyham performed a substandard inspection and failed to inform the Malejkos of obvious evidence of a possible animal infestation and contamination of the HVAC system. After living in the home for several months, an inspection by a properly qualified and licensed HVAC company was performed revealing contamination of the HVAC system with, among other things, animal feces.
- b) Mrs. Loper advised both the Malejkos and Todd Corley, the seller of the home, that Mr. Corley was not required to fill out a statutory residential property disclosure statement. Mr. Corley, was, in fact, required to fill out a property disclosure statement. Mrs. Loper's incorrect advice deprived the Malejkos of information regarding the condition of the house which would have either changed their decision on purchasing the home or provided them an opportunity to conduct further inquiry into the home's condition.
- c) Mrs. Loper presented the Malejkos with a document purporting to be on the letterhead of Commercial Services Company, a roofing company, describing the work performed by Commercial Services and the warranty offered by Commercial Services on the roof at Fox Crossing. In actuality, the document was not created by Commercial Services, but was, instead, created by Mrs. Loper. Mrs. Loper did not reveal her subterfuge to the Malejkos until questioned about the fact that the document she provided contained the incorrect last name for the person who had performed the work on behalf of Commercial Services. This act was dishonest and violated virtually every duty Ms. Loper owed the Malejkos. She acted intentionally to deceive Mr. and Mrs. Malejko by creating a false and misleading document designed to entice them to close the transaction.
- d) The seller of the home, Todd Corley, requested Commercial Services (n.k.a. Dr. Roofs) make repairs to a leak discovered in the roof at Fox Crossing. With no prior knowledge of Commercial Services' experience or ability, Mrs. Loper requested their technician, Thomas Humphries, to perform a pre-closing roof inspection while he was on the roof repairing the leak. Mrs.

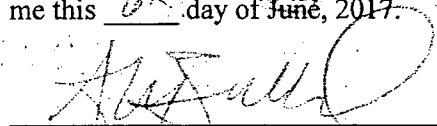
Loper made this request without consulting the Malejkos. Mr. Humphries testified at his deposition that he had not performed a roof inspection prior to the one he conducted at Fox Crossing. He also testified that he personally was not a licensed roofer. Although Mrs. Loper and Mr. Humphries have attempted to characterize his roof inspection as something short of a full roof inspection, neither sought to characterize it as such to the Malejkos prior to the time of their purchase of the home. Instead Mrs. Loper assured the Malejkos that they had a "good roof." Once the Malejkos moved in, the roof leaked consistently. After inspection by a licensed roofer and engineer it was determined the roof was substandard and needed to be replaced. Once more, Ms. Loper acted intentionally to give false and misleading information to a client where she owed that client duties of candor and truthfulness. It appears that her motivation was to close the transaction at any cost and to make any representation necessary to that end. She violated her duties as a real estate agent over and over again.

- e) Once a legitimate written statement from Commercial Services was obtained and provided to the Malejkos, it failed to contain any reference to the roof inspection that had been conducted. Mrs. Loper failed to bring this to the Malejkos' attention, recommend that a written confirmation of the roof inspection be obtained or attempt to obtain a written confirmation herself.
- f) The seller, Todd Corley, purchased Fox Crossing in December 2010 from Clementena Garvin. Ms. Garvin purchased the house in 1989. Lori Corley, a relative by marriage to Todd Corley, is Ms. Garvin's daughter. Lori Corley took over care and maintenance of the home from her mother because her mother was ill and had moved in with her several years prior to the sale to Todd Corley. Todd Corley purchased Fox Crossing to collateralize a loan he had made to Lori Corley. Mrs. Loper and Lori Corley were acquainted with one another, as they both had previously worked in the cell phone industry, and Lori Corley had once been Mrs. Loper's boss. Mrs. Loper was aware of all of this information, but did not disclose it to the Malejkos, or suggest that the Malejkos contact Lori Corley to determine what she knew about the condition of the home. Mrs. Loper also did not inquire of Lori Corley regarding the condition of the house. Witnesses for the Malejkos have indicated that Lori Corley was aware the house was infested by rats and had developed mold in the master bedroom.
- g) Ms. Loper's treatment of the Malejkos violated virtually every duty that she owed them as a realtor. She repeatedly violated her fiduciary obligations of full disclosure and truthfulness. Mrs. Loper acted with obvious intent to deceive the Malejkos and apparently did so with conscious disregard for their best interest. It is apparent that her only purpose was to take any action by hook or crook to get the transaction closed and earn her commission.

Her actions would constitute a case study of misconduct for one of the real estate classes that I teach.


CARLTON H. SEGARS, JR.

Sworn to and subscribed before
me this 6th day of ^{July} June, 2017.


Notary Public for the State of South Carolina
My Commission Expires: 1/18/23

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NO.: 2015-CP-40-480

Raymond J. Malejko and Cristine Malejko,)
individually and on behalf of their minor)
child, Stephanie Malejko,)

Plaintiffs,)

v.)

AFFIDAVIT OF RAYMOND MALEJKO

Todd Corley, Janet Loper, NextGen Real)
Estate, LLC, Thomas Humphries, Dr. Roofs,)
Inc., Ray Mooneyham, Mooneyham Solar &)
Electric, Professional Home Inspections,)
Inc., Corley Enterprises, Inc. of South)
Carolina, and DBR Franchising, LLC,)

Defendants.)

Raymond J. Malejko, being first duly sworn, deposes and says that:

1. I am more than 21 years of age, am competent to make this affidavit, and have personal knowledge of all matters set forth herein.
2. I am one of the Plaintiffs in this matters.
3. Defendant Janet Loper acted as my real estate agent during my family's search for a home which resulted in our purchase of the residence which is the subject of the above-captioned litigation, namely: 141 Fox Crossing Road, West Columbia, South Carolina.
4. After moving into the home my family and I noticed that foreign material was being blown into our house through the air conditioning/heating vents. We also had problems with continual roof leaks.

5. Both the roof and the air conditioning/heating system had been inspected prior to closing as recommended by the home inspector employed to inspect the house, Defendant Professional Home Inspections, Inc..

6. The roof was inspected by Defendant Dr. Roofs/Thomas Humphries and the air conditioning/heating system was inspected by Defendant Ray Mooneyham/Mooneyham Solar & Electric.

7. Prior to closing, Defendant Dr. Roofs/Thomas Humphries told us the roof looked good and informed us that he repaired an existing roof leak that had been identified by the home inspector.

8. Prior to closing, Defendant Ray Mooneyham/Mooneyham Solar & Electric noted that a duct line was down and that one duct had a hole in it that should be repaired. Although he felt the hole was caused by an animal entering the duct work, he did not inform us, or anyone else, of that information. In addition, he did not note the readily observable animal feces located in proximity to the hole, which he later said at his deposition would have caused him to bring the matter to someone's attention had he seen them.

9. The seller of the home, Defendant Todd Corley, purchased the property to collateralize a loan to a relative by marriage, Lori Corley.

10. Mr. Corley did not provide us with a property disclosure statement.

11. Due to our concerns about the material being blown into the house through the air conditioning/heating vents, we contacted air conditioning companies to check into the matter. Based upon our discussions with the air conditioning companies and their recommendations we determined that our duct work contained animal feces and other particulates, that those materials were being blown into our house and that our air conditioning/heating system need to be

replaced, for we were suffering negative health conditions from inhaling this material which was causing us to seek medical treatment.

12. Due to the continual roof leaks our home developed mold, which we inhaled, causing health conditions for which it was necessary for us to seek medical treatment.

13. We contacted roof contractors to check into the matter. Based upon our discussions with the roof contractors and their recommendations we determined that our roof was in poor condition and needed to be replaced.

14. We replaced the roof and air conditioning/heating system. The cost to replace the roof and air conditioning/heating system was in excess of \$24,000.

15. The past and future cost to treat the health conditions we have developed is in excess of \$120,000.

16. We would not have purchased this house had we been provided accurate information about the condition of the house and its systems.

17. In the following ways, we feel that Defendant Janet Loper/NextGen Real Estate directly caused us to lack full and complete information about the home, and in so doing caused us to suffer damages and incur costs, including, but not limited to, those related to replacing the roof, replacing the air conditioning/heating system, and treating our medical conditions:

- a. She erroneously advised us that the seller, Defendant Todd Corley, was not required to provide us with a property disclosure statement. We agreed in the purchase and sale contract not to require him to fill one out based upon her erroneous advice that he was not required to do so. Had we known he was required to fill one out, we would not have agreed to that term in the purchase and sale contract.
- b. She arranged for the home inspector, air conditioning/heating system inspector, and termite inspector to perform the inspections at the property. She did not provide us choices of people to perform each inspection. She called in who she wanted, and they all performed substandard work.

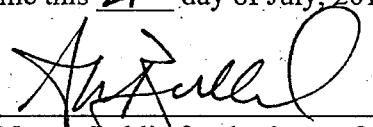
- c. She did not inform us that she did not check to make sure the inspectors she called in were licensed. Had she told us that, we would have made certain all inspections were performed by licensed individuals. Instead, Mrs. Loper made comments making it appear that Mr. Mooneyham was highly rated on some sort of list of inspectors. I have since learned that he was not licensed to perform air conditioning/heating work of any kind. Had we known that we would not have relied on his inspection, and would, instead, have employed a licensed air conditioning/heating inspector. At the time we had no reason to think an additional inspection was needed.
- d. She asked Defendant Dr. Roofs/Thomas Humphries to perform a roof inspection without checking his licensure status or his experience as a roof inspector. She did not inform us she lacked this knowledge of him, but instead praised his efforts and made comments regarding his inspection and the condition of the roof that persuaded us there was no need to seek any further examination of the roof's condition. I have since learned that Mr. Humphries is not personally licensed and neither he nor his company had ever performed a roof inspection at the time.
- e. Mrs. Loper knew that Lori Corley's mother was the person from whom Defendant Todd Corley had purchased the property, and that she had owned the property for approximately 20 years. She also knew that Lori Corley had been taking care of the property for her mother for several years prior to Todd Corley purchasing it, and had arranged the sale of the property to Todd Corley to secure a personal loan to herself, not her mother. Mrs. Loper knew how to contact Lori Corley and, in fact, contacted her at times during this process. She did not share this information with my wife and I, thereby depriving us of the ability to contact Lori Corley to ask her questions about the condition of the house.
- f. She copied portions of an email from Thomas Humphries and pasted its contents into a document which she created and presented to my wife and I as a roof inspection letter on the letterhead of Mr. Humphries' company. She did not disclose this information to us. I did not learn about this until her deposition and Mr. Humphries deposition in this case.
- g. She and I reviewed the home inspection report together. Many times when I had a question about repairs to items identified by the home inspector, she would make comments to me indicating that the home inspector had been overly thorough, and that I did not need to worry about them.
- h. When the home inspector came to the house to determine whether all the items the seller had agreed to repair had been repaired, Mrs. Loper directed him to the items for him to review. After the re-inspection and

shortly prior to closing we were told that the seller had repaired all items he was supposed to repair. After moving in we discovered that not all of the items had been repaired.

18. I believe the actions and inactions of Mrs. Loper that I have described in this affidavit constitutes bad conduct by her, but I do not understand exactly how each supports the legal causes of actions raised in this action. I am not an attorney and do not understand how the facts support the elements of each cause of action. All I can relate are the actions and inactions that I believe were and are wrong. I rely on my counsel to make the legal arguments necessary. So, when questioned by defense counsel during my deposition regarding what facts supported certain causes of action, lacking the proper legal training, I could not make those legal connections. I attempted to explain that to defense counsel as best I could at the time.


RAYMOND J. MALEJKO

Sworn to and subscribed before
me this 24th day of July, 2017.


Notary Public for the State of South Carolina
My Commission Expires: 1/18/23

STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NO.: 2015-CP-40-480

Raymond J. Malejko and Cristine Malejko,
individually and on behalf of their minor
child, Stephanie Malejko,

Plaintiffs,

v.

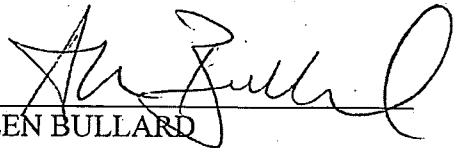
Todd Corley, Janet Loper, NextGen Real
Estate, LLC, Thomas Humphries, Dr. Roofs,
Inc., Ray Mooneyham, Mooneyham Solar &
Electric, Professional Home Inspections,
Inc., Corley Enterprises, Inc. of South
Carolina, and DBR Franchising, LLC,

Defendants.

RICHLAND COUNTY
FILED
2017 JUL 24 PM 4:14
JEANETTE W. MCBRIDE
C.C.P. & G.S.

The undersigned does hereby certify that he served counsel of record with copies of the
affidavit of Raymond Malejko via hand delivery at the addresses below:

David A. Anderson, Esquire
Richardson Plowden & Robinson, P.A.
1900 Barnwell Street
Columbia, South Carolina 29201
*Counsel for Defendants Janet Loper
and NextGen Real Estate, LLC*


ALLEN BULLARD

July 24, 2017.

STATE OF SOUTH CAROLINA)
COUNTY OF RICHLAND)

IN THE COURT OF COMMON PLEAS
FOR THE FIFTH JUDICIAL CIRCUIT
C/A NO.: 2015-CP-40-480

Raymond J. Malejko and Cristine Malejko,)
individually and on behalf of their minor)
child, Stephanie Malejko,)

Plaintiffs,)

v.)

Todd Corley, Janet Loper, NextGen Real)
Estate, LLC, Thomas Humphries, Dr. Roofs,)
Inc., Ray Mooneyham, Mooneyham Solar &)
Electric, Professional Home Inspections,)
Inc., Corley Enterprises, Inc. of South)
Carolina, and DBR Franchising, LLC,)

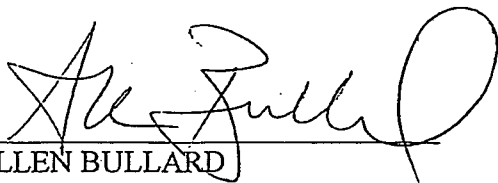
Defendants.)

RICHLAND COUNTY
FILED
2017 JUL 24 PM 4:14
JEANNETTE W. MCBRIDE
C.C.P. & G.S.

The undersigned does hereby certify that he served counsel of record with copies of the affidavit of Raymond Malejko by mailing a copy of same via First Class Mail with the proper postage affixed thereto to the addresses below:

James B. Lybrand, Jr., Esq.
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Counsel for Defendant Todd Corley

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*Counsel for Defendants Dr. Roofs, Inc.
and Thomas Humphries*


ALLEN BULLARD

July 24, 2017.

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

RECEIVED

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

APR 16 2018

SC Court of Appeals

Robert E. Hood, Circuit Court Judge

Case No. 2016-CP-40-1536

Raymond J. Malejko and Cristine Malejko, individually and in the interests of a
minor child, Appellants,

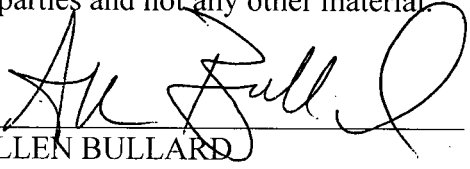
v.

Todd Corley, Janet Loper, NextGen Real Estate, LLC, Thomas Humphries, Dr.
Roofs, Inc., Ray Mooneyham, Mooneyham Solar & Electric, Professional Home
Inspections, Inc., Corley Enterprises, Inc. of South Carolina, and DBR Franchising,
LLC, Defendants,

Of whom Janet Loper and NextGen Real Estate, LLC are Respondents.

CERTIFICATE OF COUNSEL

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


ALLEN BULLARD

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Attorneys for Appellants

April 13, 2018.