

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

Letitia H. Verdin, Circuit Court Judge
Appeal from Greenville County
2015-CP-23-03487

Appellate Case no. 2016-001158

Wendell Cooper, Appellant,

v.

East Coast Granite and Tile Inc., Respondent.

RECEIVED

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of Appeals

RESPONDENT'S SUPPLEMENT RECORD ON APPEAL

Wendell Cooper, ProSe Appellant
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Simpsonville SC 29681

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EAST COAST GRANITE & TILE, INC.

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State of South Carolina,)
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 County of Greenville,)
)
 Wendell Cooper,)
)
 Appellant,)
)
 Vs.)
)
 East Coast Granite,)
)
 Respondent,)
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Magistrate's Return
 2015-CP-23-06487

In Magistrates Court

FILED-CLERK OF COURT
 GREENVILLE CO. S.C.
 PAUL B. WICKENSIMMER
 2015 NOV 19 AM 11 21

The above came before this Court as a Summons and Complaint on September 29, 2015. The Appellant was Pro Se and the Respondent was represented by Victoria Karastanov. Appellant was seeking \$2273.66 in damages arising from a contractual deal with East Coast Granite.

This court heard testimony from the Appellant that on or about October 31, 2014 the Appellant met with East Coast Granite and picked out the granite to be installed at 117 Springs Way, in Simpsonville S.C. The work was to include three granite countertops to be installed at this location. Appellant further testified that on or about May 2015 he notified East Coast that he was ready for the fabrication and installation of the countertops. In June 2015 the countertops were delivered and the Appellant stated that that the wrong granite was brought to his house for installation and he declined installation.

Geoff Polin with East Coast Granite testified that the Appellant picked out the granite and the granite was marked and transported to the warehouse awaiting the word to fabricate the granite for installation. He further testified that the granite the Appellant picked out was called Girlo

Ornamental and the granite that was fabricated and delivered was the same piece that the Appellant picked out. Mr. Polin also stated that the granite the Appellant selected was made in daylight conditions and that in the home the granite would appear to be slightly different on shades and coloring.

Both parties agreed that the delivery and installation was delayed several times because of East Coast Granite and that text messages and phone calls were exchanged about the installation.

In conclusion to the case a contract was signed by the Appellant on October 31, 2014, stating that all sales were final and payments are non-refundable. The Appellant refused to have East Coast Granite install the countertops, he then purchased countertops from Blue Coral Stoneworks and had Verona Ornamental installed. This court ruled that East Coast Granite did fabricate and attempt to install the granite that the Appellant picked out fulfilling their part of the contract and that the purchased granite should be delivered to the Appellant within thirty days.

November 17, 2015

Respectfully Submitted


Judge Dean Ford