

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Roger M. Young, Circuit Court Judge

Case No. 2010-CP-08-3540

Stolf Construction, LLC, Appellant,

v.

Sweetgrass Home Builders, LLC and Reginald L. Gaskins, Respondent.

RECORD ON APPEAL

Thomas O. Sanders, IV
Sanders Law Firm, LLC
1738 Three Oaks Avenue
Charleston, SC 29407
(843)573-8828
ATTORNEY FOR APPELLANT

Christopher P. Biering
116 S. Railroad Ave.
Moncks Corner, SC 29461
843-761-4888
SC Bar # 13353
Attorney for the Respondent

NO RESPONDENTS BRIEF FILED

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STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Stolf Construction, LLC,

PLAINTIFF,

VS

Sweetgrass Home Builders, LLC
and Reginald L. Gaskins,

DEFENDANT.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) C/A NO.: 2010-CP-08-3540

) ORDER

2011 NOV 21 PM 1:45
FILED
CLERK OF COURT
BERKELEY COUNTY, SC

TRIAL DATE:	OCTOBER 13, 2011
TRIAL JUDGE:	HON. ROGER M. YOUNG
PLAINTIFF'S ATTORNEY:	T.O. SANDERS
DEFENDANTS' ATTORNEY:	CHRISTOHPER P. BIERING
COURT REPORTER:	AMANDA KELLY HAFFENDEN

This matter came before the court on the above referencdd date for trial on the merits. The matter was initiated by the Plaintiff's filing of a Summons and Complaint which was duly served upon each defendant. The Defendants filed a joint, timely answer.

The Plaintiff appeared through a member of the LLC, Atila Stolf, with their attorney of record, T.O. Sanders. Reginald L. Gaskins, appeared individually, and as the sole member of Sweetgrass Home Builders, LLC., with attorney Christopher P. Biering. The sole witnesses in the case were Atila Stolf and Reginald L. Gaskins.

Based on the testimony presented at trial, the evidence admitted therein, I make the following findings of fact:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. That venue is proper.

2. That the parties hereto and the subject matter herein are within the jurisdiction of this Honorable Court.

3. That Plaintiff, Stolf Construction, LLC, is multi-member limited liability corporation, organized pursuant to the laws of the State of South Carolina, in good standing, and doing business in the State of South Carolina.

4. That Defendant, Sweetgrass Home Builders, LLC, is a single member limited liability corporation, organized pursuant to the laws of the State of South Carolina, in good standing, and doing business in the State of South Carolina.

5. That all payments made to Plaintiff were made by Defendant, Sweetgrass Home Builders, LLC. That Defendant Gaskins testified all construction in which he was engaged was conducted on behalf of Sweetgrass Home Builders, LLC. That Sweetgrass regularly filed tax returns, maintained separate finances from Defendant Gaskins. That Defendant, Reginald L. Gaskins, acted at all relevant times herein as an agent of Sweetgrass Home Builders, LLC, (*hereinafter, Defendant Sweetgrass*). Defendant Gaskins has no personal liability as Defendant in this action.

6. That Plaintiff and Defendant Sweetgrass engaged in a construction project at 123 Jungle Lane, Cross, SC, from March of 2009, through August 6, 2009.

7. That during that time period Defendant Sweetgrass provided \$27,100.00 to Plaintiff, as evidenced by Defendants' Exhibit 3. That thereafter, Defendant Sweetgrass provided the sum of \$1,500 to the Plaintiff, as evidenced by Defendants' Exhibit 5, for a total payment during this period of \$28,600.00

9. That Plaintiff's Exhibit 1, 3, 4, 6, 9, and 10 were presented as evidence of work completed on the project. These invoice total \$36,579.07. Defendant Sweetgrass



testified that Exhibit 9 and 10, invoices totaling \$7,400.00 represented work that was not completed by the Plaintiff.

10. Plaintiff's Exhibit 8 was admitted over the timely, contemporaneous objection of the Plaintiff. Defendants' counsel objected on the grounds of Rule 1002, and 1003, S.C. Rules of Evidence. Plaintiff's Exhibit 8 was a "Statement" that Plaintiff asserted provided evidence of the prior balance owed by Defendant Sweetgrass. Gaskins testified that he did not sign the "Statement." Irrespective of the issue of the signature, the Statement lacked specific terms to create a contract as required by the Statute of Frauds.

11. Plaintiff testified that he applied the monies received during this project to previous balances owed. The Plaintiff presented no accounting of prior construction projects with outlines of monies paid. Gaskins testified that at the conclusion of no previous project with the Plaintiff did the Plaintiff present a statement of monies due, and that the Plaintiff filed no lien on prior projects.

12. Gaskins testified that the prior project cost was \$48,100.00, and presented into evidence, Defendants' Exhibit 6 which were a grouping of checks drawn from Defendant Sweetgrass' account, payable to Plaintiff in the amount of \$48,177.00.

13. Defendants' Exhibit 8 outlines the actions of the South Carolina Department of Labor, Licensing and Regulation regarding Atila Stolf's complaint to SCDLLR. Atila Stolf filed a complaint therein against Defendants. It was determined, and ordered by LLR that Stolf's complaint should be dismissed because "the subcontractor filing the complaint was not properly licensed at the time the work was performed." 2010-941, SCDLLR, March 4, 2011, Letter of Roger Lowe, portion of

Defendants' Exhibit 8. Atila Stolf testified he had not appealed or sought further review of the dismissal of this complaint.

14. Atila Stolf testified that at the time of the Jungle Lane project, he was not a licensed contractor. He testified that his brother, Aterias Stolf, who is a member of the Stolf Construction, LLC, was a licensed contractor at the time. Plaintiff presented no documentation, evidence, nor exhibits to support this assertion. Gaskins testified that he did not know who Aterias Stolf was, and that all of his dealings were with Atila Stolf.

15. That while a mechanics lien was filed by Plaintiff regarding the Jungle Lane project, the lien was released as evidenced by Exhibits presented by both parties. This is not an action on a mechanic's lien.

16. That S.C. Code of Laws § 40-59-30 (2009), provides that "a person or firm who has not procured a license or registered with the commission and is required to do so by law may not file a mechanics' lien or bring an action at law or in equity to enforce the provisions of a contract for residential building or residential specialty contracting which the person or firm entered into in violation of this chapter."

17. That the Plaintiff brings causes of action in law, and equity in its complaint.

18. That Plaintiff testified through Atila Stolf that the facts contained in his LLR complaint were factually the same as the complaint herein.

19. That the finding of the SCDLRR is controlling herein and the Plaintiff's lack standing to bring his action in law or equity based on § 40-59-30.

20. That even if § 40-59-30 were not controlling herein, while the Plaintiff asserts that a previous balance was due prior to start of the Jungle Lane project, the

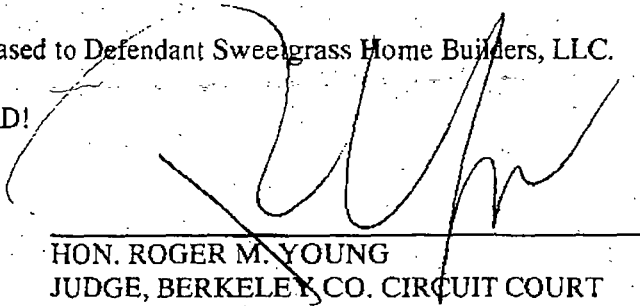
Defendants' testimony and evidence presented regarding the previous projects counters the undocumented, unsubstantiated and evidentially unsupported allegation of the Plaintiff regarding a previous balance.

THEREFORE, IT IS

ORDERED, ADJUDGED AND DECREED that I find in favor of the Defendants on all cause of action pled by the Plaintiff;

ORDERED, ADJUDGED AND DECREED that monies maintained in Trust by Defendants' counsel may be released to Defendant Sweetgrass Home Builders, LLC.

AND IT IS SO ORDERED!



HON. ROGER M. YOUNG
JUDGE, BERKELEY CO. CIRCUIT COURT

Moncks Corner, South Carolina

October 31, 2011

PS 11/17

STATE OF SOUTH CAROLINA

COUNTY OF BERKELEY

Stolf Construction, LLC,

PLAINTIFF,

VS

Sweetgrass Home Builders, LLC
and Reginald L. Gaskins,

DEFENDANT.

) IN THE COURT OF COMMON PLEAS
) NINTH JUDICIAL CIRCUIT
) C/A NO.: 2010-CP-08-3540
)
)
)
) **ORDER DENYING PLAINTIFF'S**
) **MOTION FOR NEW TRIAL AND**
) **TO ALTER OR AMEND THE**
) **JUDGMENT**

FILED
2012 JAN -6 PM 12:42
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

This matter came before this Court for a non-jury trial on October 13, 2011. After reviewing the evidence, judgment was entered on behalf of the Defendants. On November 29, 2001, Plaintiff filed Motions for a New Trial and to Alter or Amend this Court's Order Granting Judgment in favor of the Defendants.

Standard of Review

The grant or denial of new trial motions rests within the discretion of the circuit court, and its decision will not be disturbed on appeal unless its findings are wholly unsupported by the evidence, or the conclusions reached are controlled by error of law. Umhoefer v. Bollinger, 379 S.E.2d 296, 297 (S.C. Ct.App.1989). "In deciding whether to assess error to a court's denial of a motion for a new trial, we must consider the testimony and reasonable inferences to be drawn therefrom in the light most favorable to the nonmoving party." Id.

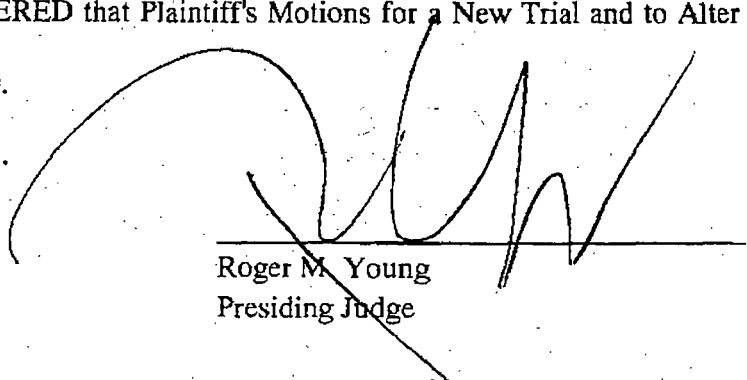
Power to open, modify or vacate a judgment is possessed solely by the court that rendered judgment. Coleman v. Dunlap, 413 S.E.2d 15 (S.C. 1992). A Rule 59(e) motion is not only the proper vehicle to request a court to alter or amend a judgment, but also to seek reconsideration of issues and arguments previously presented. Elam v. South Carolina Dept. of

Transp., 361 S.E.2d 772 (S.C. 2004). It is well established that a Rule 59(e) motion can be successful in only three situations: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice. Zinkand v. Brown, 478 F.3d 634 (4th Cir. 2007).

I have thoroughly considered the Plaintiff's Motions, supporting and opposing material and arguments, and based on same deny Plaintiff's Motions for a New Trial and to Alter or Amend the Judgment.

IT IS THEREFORE ORDERED that Plaintiff's Motions for a New Trial and to Alter or Amend the Judgment are DENIED.

AND IT IS SO ORDERED.



Roger M. Young
Presiding Judge

11/4, 2012

Moncks Corner, South Carolina.

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Stolf Construction, LLC,)
)
 Plaintiff,)
 vs.)
)
 Sweetgrass Home Builders, LLC)
 and Reginald L. Gaskins,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO. 2010-CP-08-3540

NOTICE OF MOTION AND MOTION
 FOR NEW TRIAL AND TO ALTER OR
 AMEND THE JUDGMENT

2011 DEC - 1 PM 3:01
 FILED
 CLERK OF COURT
 BERKELEY COUNTY, SC

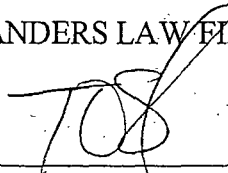
TO: CHRISTOPHER P. BIERING, ESQUIRE ATTORNEY FOR DEFENDANTS

BE ADVISED THAT pursuant to SCRCP 59, Plaintiff Stolf Construction, LLC ("Plaintiff"), by and through its undersigned attorney, will move before the presiding Judge in the Court of Common Pleas of Berkeley County, South Carolina on the tenth day after the date of this Motion for New Trial and to Alter or Amend the Judgment, or as soon thereafter as may be heard.

Plaintiff's motion is supported by the attached *Affidavit of Atila Stolf #2*, *Affidavit of Ateras Yuri Stolf*, and *Affidavit of Ateras Yuri Stolf #2* all of which are being filed and served along with this Motion.

Plaintiff asks the Court to open the judgment, take additional testimony, amend findings of fact and conclusions of law or make new findings and conclusions, and direct the entry of a new judgment.

SANDERS LAW FIRM, LLC



Thomas O. Sanders, IV
 1738 Three Oaks Avenue
 Charleston, South Carolina 29407
 (843)573-8828
 ATTORNEY FOR PLAINTIFF

Nov. 29, 2011
Charleston, South Carolina

Counsel Served: Christopher P. Biering, Esquire
116 Railroad Avenue
Moncks Corner, SC 29461
Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned certifies that the pleading or paper to which this certificate is affixed was served upon the party(s) to this action by hand delivery or by depositing a copy of the same, enclosed in a first class, postpaid wrapper properly addressed to the attorney(s) of record for such other party(s), in a post office or official depository under the exclusive care and custody of the United States Postal Service, on this 29 day of November, 2011.

Ida D. Merò

Ida D. Merò, Legal Assistant

2011 DEC - 1
FILED
CLERK OF COURT
BERKELEY COUNTY, SC
3:01 PM

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
Stolf Construction, LLC,)
)
Plaintiff,)
)
vs.)
)
Sweetgrass Home Builders, LLC)
and Reginald L. Gaskins,)
)
Defendants.)
)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-08-3540

SUMMONS

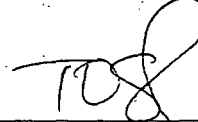
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2010 OCT -5 PM 3:08
MARY P. BROWN
CLERK OF COURT
BERKELEY COUNTY, SC

TO: DEFENDANTS ABOVE NAMED:

YOU ARE HEREBY SUMMONED AND REQUIRED to answer the Complaint herein, a copy of which is herewith served upon you, and to serve your Answer to said Complaint upon the undersigned attorney for the Plaintiff(s), at his office located at *1738 Three Oaks Avenue, Charleston, South Carolina 29407*, within thirty (30) days after the service thereof, exclusive of the day of such service and, if you fail to answer the Complaint within the time aforesaid, then the Plaintiff(s) will apply to the Court for the relief demanded in the Complaint.

YOU ARE HEREBY GIVEN NOTICE FURTHER that if you fail to appear and defend and fail to answer the Complaint as required by this Summons within thirty (30) days after the service hereof, exclusive of the day of service, Judgment by Default may be entered against you for the relief demanded in the Complaint.

SANDERS LAW FIRM, LLC



Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843)573-8828
ATTORNEY FOR PLAINTIFF

Sept. 24, 2010
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Stolf Construction, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 Sweetgrass Home Builders, LLC)
 and Reginald L. Gaskins,)
)
 Defendants.)
)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO. 2010-CP-08-3540

COMPLAINT

2010 OCT -5 PM 3:08
 MARY P. BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC
FILED

Plaintiff Stolf Construction, LLC ("Plaintiff") alleges as follows:

1. Plaintiff is a South Carolina Limited Liability Company which transacts business in Berkeley County, South Carolina.
2. Defendant Sweetgrass Home Builders, LLC ("Defendant Sweetgrass") is a South Carolina Limited Liability Company which transacts business in Berkeley County, South Carolina; and Defendant Reginald L. Gaskins ("Defendant Gaskins") is a citizen and resident of Berkeley County, South Carolina who transacts business in Berkeley County, South Carolina.
3. The Court has personal jurisdiction and subject matter jurisdiction in this matter.
4. Defendant Sweetgrass and Defendant Gaskins ("Defendants") were the general contractor for the construction of a house at 123 Jungle Lane, Cross, South Carolina ("the Project").
5. On or about April 1, 2009, Defendants requested Plaintiff to construct the foundation, the framing, the roofing, the interior trim and other tasks at the Project.

FOR A FIRST CAUSE OF ACTION
 (Breach of Contract)

6. Plaintiff realleges and incorporates the foregoing allegations.
7. Plaintiff and Defendants entered into a contract supported by valuable

consideration.

8. In consideration for Defendants' agreement to pay \$28,704.18 to Plaintiff, Plaintiff agreed to construct the foundation, the framing, the roofing, the interior trim and other tasks at the Project.

9. Plaintiff has fully performed under the contract by performing the required work.

10. Defendants have breached the contract by refusing to pay Plaintiff the amount due, despite their agreement to do so.

11. As a direct and proximate result of these breaches of contract, Plaintiff has been Damaged in the amount of \$28,704.18, plus lost profits, pre-judgment interest, attorney's fees and costs.

FOR A SECOND CAUSE OF ACTION
(Quasi-Contract)

12. Plaintiff realleges and incorporates the foregoing allegations.

13. Plaintiff conferred a benefit upon Defendants by providing services and materials at the Project.

14. Defendants realized this benefit by having had the use of these services and materials and by being enriched by them.

15. Defendants have unjustly retained the benefit of these services and materials without paying Plaintiff the reasonable value, or \$28,704.18.

16. Defendants are liable to Plaintiff for the reasonable value of the services and materials, \$28,704.18, plus pre-judgment interest at 8.75% from the date said materials and services were supplied.

FOR A THIRD CAUSE OF ACTION
(Unfair Trade Practices)

17. Plaintiff realleges and incorporates the foregoing allegations.

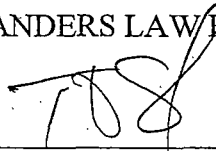
18. Defendants' actions constitute unfair or deceptive acts or practices under S.C. Code §39-5-10 et seq., which have an impact on the public interest by having the potential for repetition, and said acts were willful or knowing.

19. Defendants' unfair or deceptive acts or practices proximately caused Plaintiff's damages, and Plaintiff is entitled to treble its actual damages and to recover all attorney's fees incurred in pursuing this action.

WHEREFORE, Plaintiff prays for judgment in this matter against the Defendants for:

- i. actual damages in the amount of \$28,704.18;
- ii. treble damages;
- iii. lost profits;
- iv. pre-judgment interest at 8.75% from the date said materials and services were supplied;
- v. attorney's fees and costs; and
- vi. such further relief as the Court deems just and proper.

SANDERS LAW FIRM, LLC



Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843)573-8828
ATTORNEY FOR PLAINTIFF

Sept. 24, 2010
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
Stolf Construction, LLC,)
)
Plaintiff,)
)
vs.)
)
Sweetgrass Home Builders, LLC)
and Reginald L. Gaskins,)
)
Defendants.)
)
_____)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT
CASE NO. 2010-CP-08-3540

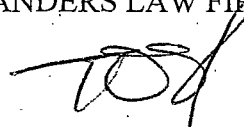
PLAINTIFF'S 1st REQUEST FOR ADMISSION
TO DEFENDANTS

TO: CHRISTOPHER P. BIERING, ESQUIRE, ATTORNEY FOR DEFENDANTS

YOU ARE HEREBY SERVED the following written Request for Admissions to be answered separately and in writing within thirty (30) days from the date of service, pursuant to and in accordance with the provisions of Rule 36 of the South Carolina Rules of Civil Procedure:

1. Admit that Plaintiff Stolf Construction, LLC's ("Plaintiff") Invoices 90123, 90131, and 90132 (see attached) to Defendants Sweetgrass Home Builders, LLC and Reginald L. Gaskins ("Defendants") totaling \$28,579.07 have not been paid.
2. Admit that Defendant Reginald L. Gaskins signed Invoices 90123, 90131, and 90132 (see attached) acknowledging that he still owed Plaintiff the sum of money reflected on each invoice.
3. Admit that Defendants owe Plaintiff \$125.11 from the Bethera Project.
4. Admit that Defendants owe Plaintiff a total of \$28,704.18.
5. Admit that Defendants asked Plaintiff to construct the foundation, the framing, the roofing, and the interior trim ("the required work") on the house at 123 Jungle Lane, Cross, South Carolina ("the Project")
6. Admit that Defendants were the general contractor for the Project.
7. Admit that Plaintiff fully performed the required work.

SANDERS LAW FIRM, LLC



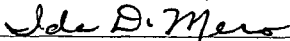
Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843)573-8828
ATTORNEY FOR PLAINTIFF

Dec. 20, 2010
Charleston, South Carolina

Counsel Served: Christopher P. Biering, Esquire
116 Railroad Avenue
Moncks Corner, SC 29461
Attorney for Defendants

CERTIFICATE OF SERVICE

The undersigned certifies that the pleading or paper to which this certificate is affixed was service upon the party(s) to this action by hand delivery or by depositing a copy of the same, enclosed in a first class, postpaid wrapper properly addressed to the attorney(s) of record for such other party(s), in a post office or official depository under the exclusive care and custody of the United States Postal Service, on this 20 day of Dec, 2010



Ida D. Mero



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211

FAX: 843 832-9603

stolf@aol.com

Invoice

Date	Invoice #
4/28/2009	90125

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 123 Jungle Ln Cross, SC

Terms	Project
Due on receipt	Cross Foundation

Item	Quantity	Description	Rate	Amount
crete	1	Foundation FOUNDATION SCOPE We propose to provide labor and material to build and pour the footings, build the CMU walls and piers, bond-beam and set all foundation strips according to specifications listed on plans. If steps are required add \$90 per step. Clearing and grading are not included in this proposal. If pumping is needed add \$850 to this proposal.	14,200.00	14,200.00

Resid [Signature]

We appreciate the opportunity!			Total	\$14,200.00
--------------------------------	--	--	--------------	-------------



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211

FAX: 843 832-9603

stolf@aol.com

Invoice

Date	Invoice #
5/1/2009	90131

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 123 Jungle Ln Cross, SC

Terms	Project
Due on receipt	Cross / Framing

Item	Quantity	Description	Rate	Amount
ing	1	FRAMING Frame all walls, ceilings, roof and install all windows and exterior doors (not garage doors), house wrap and roof felt. We will provide all labor and nails. This pricing is based on the plans provided.	11,500.00	11,500.00
as	1	Modifications / Add bump-out in Master Bedroom	1,200.00	1,200.00
as	1	Generator Rental	429.07	429.07
as	1	Strapping / CS16	50.00	50.00

Reggie Gaskins

We appreciate the opportunity!

Total

\$13,179.07



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211

FAX: 843 832-9603

stolf@aol.com

Invoice

Date	Invoice #
5/4/2009	90132

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O' Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 123 Jungle Ln Cress, SC

Terms	Project
Due on receipt	Cross / Roofing

Item	Quantity	Description	Rate	Amount
Roofing	1	ROOFING Labor and nails to install Architectural Shingles.	1,200.00	1,200.00
<i>Reggie Gaskins</i>				
All work is complete!			Total	\$1,200.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
STOLF CONSTRUCTION, LLC,)
)
PLAINTIFF,)
)
VS)
)
SWEETGRASS HOME)
BUILDERS, LLC, & REGINALD)
L. GASKINS,)
)
DEFENDANTS.)

IN THE COURT OF COMMON PLEAS
C/A NO: 2010-CP-08-3540

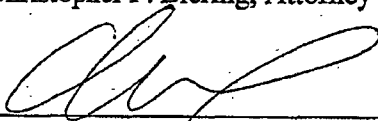
RESPONSES TO REQUESTS FOR ADMISSION

The Defendants, responding to the Requests for Admissions propounded by the Plaintiff would respond as follows:

1. Deny.
2. Deny.
3. Deny.
4. Deny.
5. Admit.
6. Admit.
7. Admit.

Respectfully submitted,

Christopher P. Biering, Attorney at Law, PC



Christopher P. Biering
116 East Railroad Avenue
Moncks Corner, SC 29461
Attorney for the Defendants

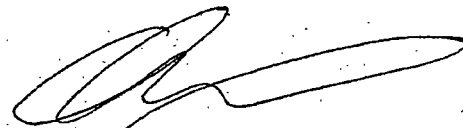
January 19, 2011

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
STOLF CONSTRUCTION, LLC,)
)
PLAINTIFF,)
)
VS)
)
SWEETGRASS HOME)
BUILDERS, LLC, & REGINALD)
L. GASKINS,)
)
DEFENDANTS.)
_____)

IN THE COURT OF COMMON PLEAS
C/A NO: 2010-CP-08-3540

I, the undersigned, do hereby certify that on January 19, 2011 a copy of the Response to Request for Admission were served by mailing a copy of the same via U.S. FIRST CLASS MAIL, with sufficient postage and properly addressed as follows:

Sanders Law Firm, LLC
1738 Thee Oaks Avenue
Charleston, SC 29407



Law Office of Christopher P. Biering
116 East Railroad Avenue
Moncks Corner, SC 29461
(843) 761-4888

January 19, 2011
Moncks Corner, South Carolina

STATE OF SOUTH CAROLINA)
)
COUNTY OF BERKELEY)
)
Stolf Construction, LLC,)
)
)
Plaintiff,)
)
)
Sweetgrass Home Builders, LLC)
and Reginald L. Gaskins,)
)
)
Defendants.)

IN THE COURT OF COMMON PLEAS
FOR THE NINTH JUDICIAL CIRCUIT

CIVIL ACTION NO.: 2010-CP-08-3540

**DEFENDANT'S RESPONSES TO
PLAINTIFF'S FIRST REQUEST
FOR PRODUCTION**

TO: THOMAS O. SANDERS, IV, ESQUIRE, ATTORNEY FOR PLAINTIFF:

Defendants, through their undersigned attorney, respond to the following request for production from the Plaintiff pursuant to Rule 33 of the South Carolina Rules of Civil

Procedures as follows:

Defendants respond to each of the Requests for Production without waiving the attorney-client privilege, work product, or any other privilege or immunity from disclosure that may attach information requested herein or that is responsive to the interrogatories.

Defendants respond to each of the Interrogatories and Requests for Production of Documents based upon information and documentation available as of the date hereof and reserves the right to supplement and amend their responses.

REQUESTS

1. Any and all correspondence, communications, or other documents identified in any responses to *Interrogatories to Defendants* served concurrently herewith.

RESPONSE: Copies of checks

2. Any and all correspondence, communications, or other documents reviewed or in any way referenced in the preparation of Defendant(s)' responses to *Interrogatories to Defendants* served concurrently herewith.

RESPONSE: None

3. Any and all correspondence, communications, or other documents which were sent to, or received from, Defendant(s) which pertains to the allegations in the Complaint.

RESPONSE: Invoices

4. Any and all statements, whether written, oral, or transcribed, of any individual, which relate in any manner to the allegations of the Complaint, or to any defenses or counterclaims set forth in response to the same, whether these statements have been taken by the Defendant(s), by police officials, by investigators, by adjusters, or by individuals acting on behalf of the Defendant(s).

RESPONSE: SCLLR documents, checks and other documents provided.

5. Any and all bills, receipts, charts, diagrams, reports, or similar documents that relate to the claims and/or defenses herein.

RESPONSE: Invoices

6. Any and all diagrams, plats, or other documents relating to the construction of the *home* which is the subject of this lawsuit.

RESPONSE: Not in possession of Defendant

7. Any and all photographs, videotapes, audiotapes, correspondence, documents, plans, specifications, contracts, and any other written or recorded documents or things relating in any way to the matter referred to, or alleged in, the Complaint, or in any response thereto taken by the Defendant(s), Plaintiff(s), police officials, investigators, adjusters, or other officials which relate in any manner to the allegations of the Complaint, or to any defenses of Defendant(s).

RESPONSE: See documents from S. C. Labor, Licensing and Regulation

8. Any and all files, reports, studies, analyses, or other documentation of any investigator, adjuster, expert, consultant, independent contractor, or engineer which relate in any manner to the allegations in the Complaint, or to any defenses of Defendant(s).

RESPONSE: Not in possession of Defendant

9. Any and all complaints made against Defendant(s) stemming from the Defendant(s)' involvement in the construction business.

RESPONSE: Not in possession of documents responsive to this

10. Any and all correspondence, communications, or other documents which Defendant(s) intend to use at trial.

RESPONSE: See documents from South Carolina Labor, Licensing and Regulation

11. Any and all contract documents between Defendant(s) and any contractors, subcontractors, or material suppliers which relate to the construction of *the project at 123 Jungle Lane, Cross, South Carolina* ("the project"), which is the subject of this lawsuit.

RESPONSE: Not in possession of documents responsive to this

12. Any and all correspondence, communications, or other documents sent to, or received from, the South Carolina Labor, Licensing, and Review Board concerning Defendant(s) activities as a builder or construction manager, or relating in way to the Defendant(s)' involvement in any residential or commercial construction project.

RESPONSE: See documents from South Carolina Labor, Licensing and Regulation

13. Any and all correspondence, communications, or other documents which support, contradict, or relate in any way to *any allegation or defense raised in* Defendant(s)' Answer in this lawsuit.

RESPONSE: See documents from SCLLR, checks and other documents provided

14. Any and all correspondence, communications, or other documents which relate in any way to the formation or operation of *Sweetgrass Home Builders, LLC*, or any variation of these words under which Defendant(s) conduct(s) business.

RESPONSE: See Secretary of State documents

15. Any and all correspondence, communications, or other documents which support, contradict, or relate in any way to any and all business relationships, past or present, between Plaintiff(s) and Defendant(s) in this lawsuit.

RESPONSE: Checks and invoices

16. Any and all correspondence, communications, or other documents which support, contradict, or relate in any way to any matters alleged in the Complaint and/or in Defendant(s)' Answer which have not been produced in response to any other Request for Production set forth hereinabove.

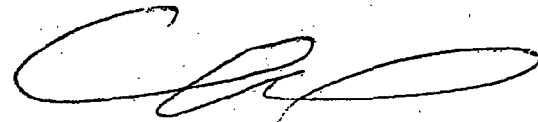
RESPONSE: None

17. Any and all documents which reflect any claims against, or remuneration from, other persons or entities as a result of the incident(s) alleged in the Complaint.

RESPONSE: None

18. Any and all documents and writings in the possession, custody, or control of Defendant(s), or Defendant(s)' counsel, which Defendant(s) contend(s) is/are relevant to the case, or is/are intended to be produced in the trial of the case.

RESPONSE: Already provided



Christopher P. Biering
Attorney at Law, P.C.
116 East Railroad Avenue
Moncks Corner, South Carolina 29461
Phone: 843-761-4888
Fax: 843-899-9015
Attorney for Defendants

Moncks Corner, South Carolina

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Stolf Construction, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 James Allison Roberson,)
 Farmers and Merchants Bank of South Carolina,)
 Reginald L. Gaskins, and)
 Sweetgrass Home Builders, LLC,)
)
 Defendants.)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO: 2010-CP-08-3540

AFFIDAVIT OF ATERAS YURI STOLF

FILED
 2011 DEC -1 PM 3:02
 MARY BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC

I, Ateras Yuri Stolf, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a member of Stolf Construction, LLC.
2. On or about April 1, 2009, Defendant Reginald L. Gaskins ("Defendant Gaskins") asked Plaintiff Stolf Construction, LLC ("Plaintiff") to construct the foundation, the framing, the interior trim and other tasks ("the project") at 123 Jungle Lane, Cross, South Carolina ("the home").
3. Plaintiff performed the work which Defendant Gaskins requested.
4. Defendant Gaskins wrote the following checks to Plaintiff:
 - i. Check #1779 in the amount of \$16,600.00 on April 17, 2009 (see Exhibit "A");
 - ii. Check #1786 in the amount of \$6,000.00 on May 2, 2009 (see Exhibit "B"); and
 - iii. Check #1803 in the amount of \$5,000.00 on June 3, 2009 (see Exhibit "C").
5. On or about April 28, 2009, Defendant Gaskins signed Plaintiff's Invoice #90123 in the amount of \$14,200.00 (see Exhibit "D") acknowledging that he still owed Plaintiff this amount of money on the project, and that he agreed his checks to Plaintiff for "123 Jungle Lane" were to being applied to the \$19,725.11 balance he owed on a previous, unrelated job:
5. On or about May 1, 2009, Defendant Gaskins signed Plaintiff's Invoice #90131 in the amount of \$13,179.07 (see Exhibit "E") acknowledging that he still owed Plaintiff this amount of money on the project, and that he agreed his checks to Plaintiff for "123 Jungle Lane" were being applied to the \$19,725.11 balance owed on a previous, unrelated job.
6. On or about May 4, 2009, Defendant Gaskins signed Plaintiff's Invoice #90132 in the



12/02/09

Account: 840049464
 Name: SWEETGRASS HOME BUILDERS LLC
 315 LAND-O-PINES CIRCLE
 Address: MONCK'S CORNER SC
 294615913

The image shown below represents an official copy of the original document as processed by our institution

SWEETGRASS HOME BUILDERS, LLC
 315 LAND-O-PINES CIRCLE
 MONCK'S CORNER, SC 29461
 (803) 781-8908

1779

DATE 4-17-09 17-428-532

PAY TO THE ORDER OF Stall Construction \$ 16,600.00

Sister's Personal out-Handed in DOLLARS

FOR 123 Trangle Ltd Requested [Signature]

FDIC Member Since 1967

⑆00001779⑆ ⑆053204280⑆ 8400 4946 4⑆

00001779 04/21/09 9000900430 16600.00

ENDORSE HERE

DO NOT WRITE IN OR SIGN BELOW THIS LINE
 AS APPROVED BY FINANCIAL INSTITUTION OFFICE

NSU

The primary purpose of this document is to provide a record of the transaction. It is not a contract and does not constitute an offer of insurance. It is subject to the terms and conditions of the policy. It is not a contract and does not constitute an offer of insurance. It is subject to the terms and conditions of the policy.

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.

Exhibit "A"



Account: 840049464
 Name: SWEETGRASS HOME BUILDERS LLC
 Address: 315 LAND-O-PINES CIRCLE
 MONCK'S CORNER SC
 294615913

12/02/09

The image shown below represents an official copy of the original document as processed by our institution

SWEETGRASS HOME BUILDERS, LLC
 315 LAND-O-PINES CIRCLE
 MONCK'S CORNER, SC 29461
 (843) 781-8008

1786

DATE 5-2-09 87-428-532

PAY TO THE ORDER OF Staff Construction \$ 6,000.00
Six thousand and 00/100 DOLLARS

FOR James M. Harkins Blvd
Charlotte, North Carolina 28204
Reginald P. [Signature]

FD0001786 ⑆ 0593204280⑆ 8400 4946 4⑆

00001786 05/06/09 9000200140 6000.00

ENDORSE HERE

DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
 FEDERAL RESERVE BOARD OF GOVERNORS, WASHINGTON, D.C.

The amount of this check is subject to the terms and conditions of the account. Funds are not available until the check is cashed. Funds are not available until the check is cashed. Funds are not available until the check is cashed.

Check # 1786
 Date 5/2/09
 Amount \$6,000.00

Exhibit "B"



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211
FAX: 843 832-9603

stolf@aol.com

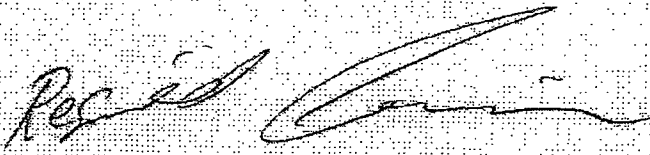
Invoice

Date	Invoice #
4/28/2009	90123

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 129 Jungle Ln Cross, SC

Terms	Project
Due on receipt	Cross Foundation

Item	Quantity	Description	Rate	Amount
Concrete	1	Foundation FOUNDATION SCOPE We propose to provide labor and material to build and pour the footings, build the CMU walls and piers, bond-beam and set all foundation steps according to specifications listed on plans. If steps are required add \$90 per step. Clearing and grading are not included in this proposal. If pumping is needed add \$850 to this proposal.	14,200.00	14,200.
				
We appreciate the opportunity!			Total	14,200.



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211
FAX: 843 832-9603

stolf@aol.com

INVOICE

Date	Invoice #
5/1/2009	28131

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 123 Ingle Ln Cross, SC

Terms	Project
Due on receipt	Cross / Framing

Item	Quantity	Description	Rate	Amount
Framing	1	FRAMING Frame all walls, ceilings, roof and install all windows and exterior doors (not garage doors), house wrap and roof felt. We will provide all labor and nails. This pricing is based on the plans provided.	11,500.00	11,500.00
Extras	1	Modifications / Add bump-out in Master Bedroom.	1,200.00	1,200.00
Extras	1	Generator Rental	429.07	429.07
Extras	1	Strapping / CS16	50.00	50.00

Reggie Gaskins

We appreciate the opportunity!

Total \$13,179.07

Exhibit "E"



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERSVILLE, SC 29485

TEL: 843 864-6211
FAX: 843 832-9603

stolf@aol.com

Invoice

Date	Invoice #
5/4/2009	90132

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 123 Jungle Ln Cross, SC

Terms	Project
Due on receipt	Cross / Roofing

Item	Quantity	Description	Rate	Amount
Roofing	1	ROOFING Labor and nails to install Architectural Shingles.	1,200.00	1,200

Reggie Gaskins

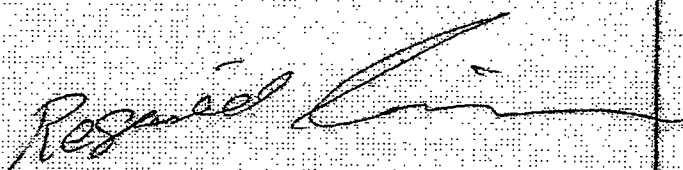
All work is complete!	Total	\$1,200
-----------------------	--------------	---------

STOLF CONSTRUCTION, LLC
 105 RACQUET LANE
 SUMMERVILLE, SC 29485

Statement

Date
6/19/2009

To:
Reggie Gaskins Sweetgrass Home Builders 315 Land O' Pines Circle Moncks Corner, SC 29461

		Amount Due	Amount Enc		
		\$21,904.18			
Date	Transaction	Amount	Balance		
05/19/2009	Balance forward		26,904.18		
06/03/2009	Cross Foundation- PMT #1803. Cross	-5,000.00	21,904.18		
					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	21,904.18	0.00	0.00	\$21,904.18

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Stolf Construction, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 Sweetgrass Home Builders, LLC and)
 Reginald L. Gaskins,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO: 2010-CP-08-3540

AFFIDAVIT OF ATERAS YURI STOLF
 #2

FILED
 2011 DEC - 1 PM 3:02
 MARY E. BROOKH
 CLERK OF COURT, SD
 BERKELEY COUNTY, SC

I, Ateras Yuri Stolf, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a member of Plaintiff Stolf Construction, LLC ("Stolf Construction") along with my brother, Atila Stolf. We are both members of Stolf Construction, LLC now and at the time the work was done on the Project which is the subject of this action.

Stolf Construction, LLC works under my homebuilder's license #19612 which is in my name and which was first issued to me on October 9, 2003.

2. Attached is the October 26, 2011 letter from the South Carolina Department of Labor, Licensing and Regulation which we received after the October 13, 2011 trial of this matter (see Exhibit "A" attached).

3. This letter confirms that homebuilders license number 19612 is in my name. Also, the letter shows my license was active beginning October 9, 2003 and it comes up for renewal June 30, 2012.

4. Attached is the October 31, 2011 letter from the South Carolina Department of Labor, Licensing and Regulation which states that I was not licensed from July 1, 2008 until May 15, 2009 when the license was reinstated (see Exhibit "B" attached).

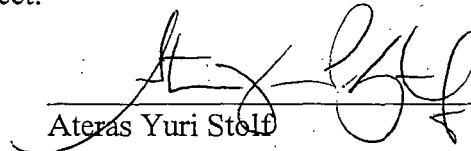
5. Because we moved in 2008, we did not receive the license renewal until late 2008. In February 2009, we sent the renewal in with the required payment. However, we did not receive confirmation of the renewal until after May 15, 2009.

6. I was aware of the work which we did at the Project for the Defendants which is the subject of this action. However, my brother Atila Stolf dealt closely Defendants on a day-to day basis. I just monitored our progress on the Project.

7. After my license was reinstated on May 15, 2009, Defendants signed the statement acknowledging that his latest \$5,000.00 payment was applied to his \$26,904.18 balance leaving a new balance of \$21,904.18.

8. Also after the license was reinstated on May 15, 2009, we gave Defendants proposal #90453 for \$3,500.00, Invoice #90164 (brick labor) for \$3,900.00 and Invoice #90163 (interior trim labor) for \$3,500.00 which brought Defendants' total balance to \$29,304.18. All of these documents were admitted into evidence at the trial.

9. Defendant Gaskins and Defendant Sweetgrass Home Builders, LLC owe Stolf Construction \$28,704.18 for its work on the project.

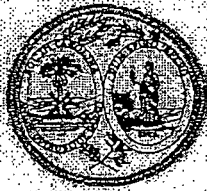

Ateras Yuri Stolf

11/29/11, 2011
Charleston, South Carolina

STATE OF SOUTH CAROLINA)
) PROBATE
COUNTY OF CHARLESTON)

APPEARED AND SUBSCRIBED before me by *Ateras Yuri Stolf*, the declarant, who I either know or had satisfactory evidence that (s)he was the person described in and who executed this Affidavit, this 29 day of November, 2011.

Ida D. Mero
Notary Public for South Carolina
My commission expires: 3/14/15



South Carolina
 Department of Labor, Licensing and Regulation
 LLR LICENSURE & COMPLIANCE
 Residential Builders Board
 Synergy Business Park
 PO BOX 12517
 COLUMBIA SC 29211-2517
 Phone #: (803) 896-4501 or (803) 896-4300
 Internet Address: www.llronline.com



STOLF CONSTRUCTION, LLC
 105 RACQUET LANE
 SUMMERVILLE SC 29485

This is to certify that the records of the Residential Builders Board indicate the following information regarding:

Name: ATERAS STOLF
 License Type: Home Builders
 License Number: 19612
 Date Issued: 10/09/2003
 License Status: ACTIVE
 Expiration Date: 06/30/2012
 Licensure Based on: EXAM

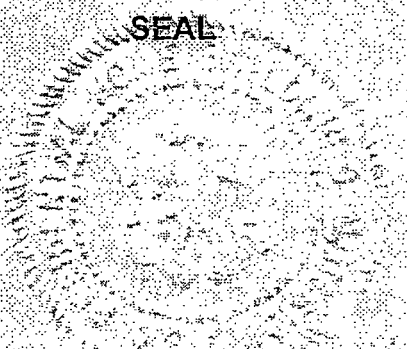
Disciplinary Action: None

A check mark indicates that licensure has not been continuous.

If other information is needed, please contact this office at the number above.

Patrice J. Adams

Title: Adm. Asst.
 Date: October 26, 2011



Unresolved disciplinary actions currently pending before the boards will not be included in the information presented. Reported discipline of licensees indicates the final disposition of contested cases, but may not reflect the current status of a license. Licensees are fully authorized to practice their professions unless their licenses have been restricted, suspended, revoked, deactivated or voluntarily surrendered. Licensees on probation may have been placed under certain professional restrictions which may limit the scope of their practice. Also, board actions reported here may not reflect any subsequent judicial actions to stay or modify the board's decision.

Exhibit "A"



South Carolina
Department of Labor, Licensing and Regulation



110 Centreview Drive
Post Office Box 11329
Columbia, SC 29211-1329
Phone: (803) 896-4696
FAX: (803) 896-4814
www.llronline.com

Residential Builders Commission

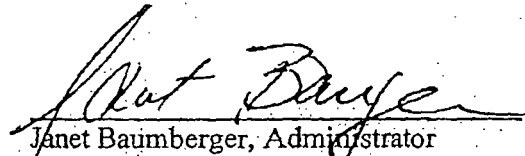
Nikki R. Haley
Governor

Catherine B. Templeton
Director

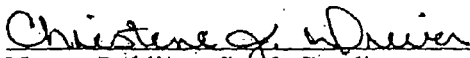
STATE OF SOUTH CAROLINA)	SOUTH CAROLINA RESIDENTIAL
)	BUILDERS COMMISSION
COUNTY OF LEXINGTON)	
)	
IN RE:)	LICENSE VERIFICATION
)	
Ateras Stolf)	
105 Racquet Lane)	
Summerville, SC 29485)	
)	
)	
)	

This is to verify that Ateras Stolf was not licensed as a residential builder from July 1, 2008 until May 15, 2009 with the Residential Builders Commission, in accordance with Section 40-59-20.

Ateras Stolf renewed his residential builder's license on May 15, 2009 for the fiscal year 2008-2010.


Janet Baumberger, Administrator
Residential Builders Commission

Dated and Signed, October 31, 2011


Notary Public for South Carolina
My Commission Expires: 11.8.2017

STATE OF SOUTH CAROLINA)
)
 COUNTY OF BERKELEY)
)
 Stolf Construction, LLC,)
)
 Plaintiff,)
)
 vs.)
)
 Sweetgrass Home Builders, LLC and)
 Reginald L. Gaskins,)
)
 Defendants.)
 _____)

IN THE COURT OF COMMON PLEAS
 FOR THE NINTH JUDICIAL CIRCUIT
 CASE NO: 2010-CP-08-3540

AFFIDAVIT OF ATILA STOLF #2

2011 DEC - 1 PM 3:02
 FILED
 MARY P. BROWN
 CLERK OF COURT
 BERKELEY COUNTY, SC

I, Atila Stolf, provide this affidavit made upon my personal knowledge, or upon information and belief after a reasonable inquiry, as to matters I believe to be true. I am competent to testify to the matters stated herein.

1. I am a member of Plaintiff Stolf Construction, LLC ("Stolf Construction").
2. Attached is the October 26, 2011 letter from the South Carolina Department of Labor, Licensing and Regulation which I received after the October 13, 2011 trial of this matter (see Exhibit "A" attached).
3. This letter shows that homebuilders license number 19612 is in the name of Ateras Stolf, who is my brother. Ateras Stolf and I are both members of Stolf Construction, LLC now and at the time the work was done on the Project which is the subject of this action.
4. The letter shows the license was active from October 9, 2003 until June 30, 2012.
5. Attached is the October 31, 2011 letter from the South Carolina Department of Labor, Licensing and Regulation ("SC LLR") which states that Ateras Stolf was not licensed from July 1, 2008 until May 15, 2009 when the license was reinstated (see Exhibit "B" attached).
6. Because we moved in 2008, we did not receive the license renewal before it lapsed on July 1, 2008.
7. On March 4, 2009, we sent the renewal in with the required payment. On March 9, 2009, the SC LLR received our renewal form (see Exhibit "C" attached). However, we did not receive confirmation of the renewal until after May 15, 2009.



South Carolina
 Department of Labor, Licensing and Regulation
 LLR LICENSURE & COMPLIANCE
 Residential Builders Board
 Synergy Business Park
 PO BOX 12517
 COLUMBIA SC 29211-2517
 Phone #: (803) 896-4501 or (803) 896-4300
 Internet Address: www.llronline.com



STOLF CONSTRUCTION, LLC
 105-RACQUET LANE
 SUMMERVILLE SC 29485

This is to certify that the records of the Residential Builders Board indicate the following information regarding:

Name: ATERAS STOLF
 License Type: Home Builders
 License Number: 19612
 Date Issued: 10/09/2003
 License Status: ACTIVE
 Expiration Date: 06/30/2012
 Licensure Based on: EXAM

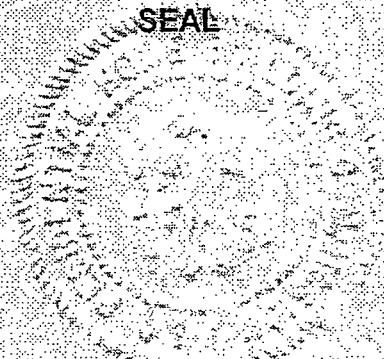
Disciplinary Action: None

A check mark indicates that licensure has not been continuous.

If other information is needed, please contact this office at the number above.

Patrice S. Adams

Title: Adm Asst
 Date: October 26, 2011



Unresolved disciplinary actions currently pending before the boards will not be included in the information presented. Reported discipline of licenses indicates the final disposition of contested cases, but may not reflect the current status of a license. Licensees are fully authorized to practice their professions unless their licenses have been restricted, suspended, revoked, deactivated or voluntarily surrendered. Licensees on probation may have been placed under certain professional restrictions which may limit the scope of their practice. Also, board actions reported here may not reflect any subsequent judicial actions to stay or modify the board's decision.

Exhibit "A"



South Carolina
Department of Labor, Licensing and Regulation



110 Centerview Drive
Post Office Box 11329
Columbia, SC 29211-1329
Phone: (803) 896-4696
FAX: (803) 896-4814
www.llronline.com

Nikki R. Haley
Governor

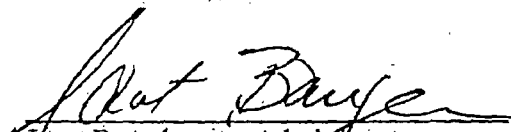
Catherine B. Templeton
Director

Residential Builders Commission


STATE OF SOUTH CAROLINA)	SOUTH CAROLINA RESIDENTIAL
)	BUILDERS COMMISSION
COUNTY OF LEXINGTON)	
)	
IN RE:)	LICENSE VERIFICATION
)	
Ateras Stolf)	
105 Racquet Lane)	
Summerville, SC 29485)	
)	
)	
)	

This is to verify that Ateras Stolf was not licensed as a residential builder from July 1, 2008 until May 15, 2009 with the Residential Builders Commission, in accordance with Section 40-59-20.

Ateras Stolf renewed his residential builder's license on May 15, 2009 for the fiscal year 2008-2010.


Janet Baumberger, Administrator
Residential Builders Commission

Dated and Signed, October 31, 2011


Notary Public or South Carolina
My Commission Expires: 11.8.2017

19612

RESIDENTIAL BUILDER RENEWAL FORM

2008-2010

You may renew your Residential Builder's License online by going to <https://renewals.llronline.com> (Do not use www.) You will need your USER ID NUMBER and PASSWORD that may be found below.

USERID: STOLL732570

2009 MAR - 9 PASSWORD: 996503

ATERAS STOLF
 STOLF CONSTRUCTION
 105 RACQUET LANE
 SUMMERVILLE SC 29485

OFFICE OF LICENSURE
 AND COMPLIANCE

RENEWAL FEE \$160.00
 Due by June 30, 2008
 License will lapse on July 1, 2008
 LATE RENEWAL FEE \$210.00
 Due on July 1, 2008

For mail in renewals, write your License Number on your check, make check payable to SCRBC and return it with this form to the address listed above. We gladly accept your checks. When you provide a check as payment, you authorize us to use information from the check to make a one-time electronic fund transfer from your account, or to process the payment as a check transaction. You authorize us to collect a fee through electronic fund transfer from your account if your payment is returned unpaid.

Indicate any company name, address change below. (Please Print)

Business Name: STOLF CONSTRUCTION LLC

Address: 105 RACQUET LANE

City: SUMMERVILLE State: SC Zip: 29485

If your bond has expired, please submit with this renewal a continuation certificate or a new bond.

Bond Name:	Bond Number:	Bond Expiration Date:
OLD REPUBLIC SURETY CO	2027612	July 01, 2008

Please answer the following questions. If your answer to any questions is yes, please explain on a separate sheet of paper and return it with your renewal application. Any questions left blank will be returned.

- | Yes | No | Renewal Questions: |
|--------------------------|-------------------------------------|---|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | A. Since your last application, have you been denied a license as a home builder, specialty contractor or general contractor in this state or any other state? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | B. Since your last application have you been arrested, indicted, convicted, pled guilty or nolo contendere for violation of any federal, state, or local law (other than minor traffic violations)? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | C. Have there been any judgments, liens or claims filed against you or any business with which you have been associated with in the past 5 years? |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | D. Is any complaint pending, under investigation, or has any action been taken against your license in any jurisdiction? |

SIGNATURE:

I certify that all statements herein are true to the best of my knowledge. I further understand that false or incorrect information provided by me may result in the cancellation of any license issued pursuant to this application and the institution of appropriate civil and criminal proceedings.

Signature of Applicant: 

Date: 03/04/09

Notes:

- Individuals currently licensed with a financial statement in lieu of a bond may submit a current reviewed financial statement for this renewal period. All other individuals and initial applicants will be required to submit or have a current bond on file.
- For authorized individuals: a reviewed financial statement must be dated within the past 6 months, from a licensed CPA showing a minimum net worth of \$75,000.00 and liquid assets of at least \$15,000.00.
- For surety bonds: must be an original (no copies or facsimiles), in the builder's name only, signed by the builder, in the amount of \$15,000.00 with power of attorney attached and the individual's name listed as principal (not the company or business name).
- It is the individual's responsibility to notify this office, in writing of any name and/or address changes. Name changes require a copy of legal documentation (i.e., marriage license, divorce decree, court order).

Exhibit 1211

1 Thank you, Your Honor.

2 THE COURT: All right. Call your first
3 witness.

4 MR. SANDERS: Your Honor, we would call Atila
5 Stolf.

6 ATILA STOLF,

7 having been first duly sworn,
8 was examined and testified as follows:

9 DIRECT EXAMINATION

10 BY MR. SANDERS:

11 Q. Atila, let's talk about the plaintiff, Stolf
12 Construction, LLC. We'll refer to that as we go forward
13 as Stolf Construction. What percentage of that company
14 do you own?

15 A. 50 percent.

16 Q. Who owns the other 50 percent?

17 A. My brother, Yuri Stolf.

18 Q. In whose name is Stolf Construction's license in
19 with the South Carolina LLR?

20 A. It's under my brother's name.

21 Q. That is Yuri Stolf?

22 A. Yeah.

23 Q. And he is the other 50 percent owner?

24 A. Yes.

25 Q. Let's talk about the property at 123 Jungle Lane.

1 at Cross, South Carolina what was the project?

2 A. It was a new house, new residence.

3 Q. And what county was that project located in?

4 A. Berkeley.

5 Q. What did the defendants, Reginald L. Gaskins and
6 Sweetgrass Home Builders, LLC hire Stolf Construction to
7 do?

8 A. Right at the beginning was for foundation, to lay
9 the foundation. In a turnkey manner we provide materials
10 and labor, and then later we were hired to do framing,
11 siding, and interior trim and also roofing.

12 Q. Okay. How about the brick?

13 A. Yeah, we also --

14 MR. BIERING: Object to the form of the
15 question. It's leading.

16 THE COURT: Overruled.

17 BY MR. SANDERS:

18 Q. Did you perform all of these tasks at the project?

19 A. Yes. We did the complete -- all the project.

20 Q. Were you paid for all of these tasks at the
21 project?

22 A. No, we did not get paid.

23 Q. Before you began work on each phase of this
24 project, what was your understanding as to payment? When
25 would you be paid?

1 A. We were supposed to get paid right after we
2 finished. We either get payment before we start, and we
3 didn't get payments during the job. We normally got paid
4 at the end, so when we complete a job, someone was
5 expect -- expecting to get paid.

6 Q. And did you?

7 A. No, I did not.

8 Q. Have you done other work with the defendants
9 before?

10 A. Yes, several other jobs.

11 Q. How many other projects have you done with the
12 defendants?

13 A. I did one in Hill Street. Actually, did two jobs
14 out there, and then did another job in Bethera and
15 another small job for defendant's friend.

16 Q. So you had a history of working together?

17 A. Yeah, we did.

18 Q. Never had any problems before?

19 A. No, not really, just, you know, sometimes he took
20 a while for me to get the payments, but, you know, after
21 some time I was getting payments, and when we started the
22 Jungle Lane job, I was getting paid for the one that we
23 had finished several months before, but he was, you know,
24 trying to catch up with those payments.

25 Q. So he paid you, but it was slow?

1 Q. Okay.

2 MR. SANDERS: Your Honor, I'm just going to
3 go through these one at a time and come back at the end
4 and move these into evidence if that suits.

5 THE COURT: All right.

6 BY MR. SANDERS:

7 Q. Let's talk about Exhibit No. 2. Do you recognize
8 this?

9 A. I do.

10 Q. What is it?

11 A. It's a check from Sweetgrass Home Builders, which
12 is the defendant, in payment for jobs that were done
13 before.

14 Q. How much is the check for?

15 A. \$16,600.

16 Q. And what date was this issued on?

17 A. It was April 17, 2009.

18 Q. Let's talk about this \$16,600. Where was it
19 applied?

20 A. That was applied to the balance that we had from
21 before, from the Bethera job and some of the other jobs
22 that we did before, and we have a verbal agreement that
23 all the payments made, even though we were already
24 working on Jungle Lane, the payments were going to be
25 applied for the old balance that he had at that time.

1 Q. Okay. Where was the \$600 applied?

2 A. \$600 would applied to the check that bounced so
3 the payment was 16,000, and 600 was to pay for the check
4 that had bounced before.

5 Q. And that was for the engineering plans?

6 A. Yes.

7 Q. And the 16,000, which job was that applied to?

8 A. That was applied to the job on Betherera.

9 Q. B-e-t-h-e-r-a, correct?

10 A. That's correct.

11 Q. Okay. Regarding the 16,000 that was applied to
12 the previous job at Betherera, what understanding did you
13 have with the defendants about that money?

14 A. Well, the money that he owed before was
15 substantial amount of money, and so all the payments made
16 were going to be applied to the old balance that he had,
17 until he told me that during that job he was able to pay
18 the old balance and catch up with all those payments and
19 also keep me updated as far as payment.

20 Q. So the defendants agree that that \$16,000 would be
21 applied to a previous job?

22 A. Yes. We had a verbal agreement that all the
23 payments would be applied to the old balance.

24 Q. This Plaintiff's Exhibit No. 2, is this a
25 photographic copy of check number 1779 that you received

1 BY MR. SANDERS:

2 Q. Moving on, let's look at Plaintiff's Exhibit
3 No. 3. Do you recognize this?

4 A. Yes, I do.

5 Q. What is it?

6 A. It's an invoice that I also offered to the
7 defendants.

8 Q. Okay. And what date is on this invoice?

9 A. That's April 28, 2009.

10 Q. And what is the invoice number?

11 A. 90123.

12 Q. How much is the invoice amount for?

13 A. 14,200.

14 Q. Did you generate this invoice during your regular
15 course of business?

16 A. I did.

17 Q. What is it for?

18 A. It was for foundation, and it describes -- it was
19 including all the materials and labor for foundation.

20 Q. Did you, in fact, build a foundation as set forth
21 on this invoice?

22 A. Yes, I did.

23 Q. Is this a photographic copy of invoice number
24 90123?

25 A. It is.

1 Q. Whose signature is this at the bottom?

2 A. That's Reginald Gaskins.

3 Q. Can you identify him in the courtroom?

4 A. Yes. That is the gentlemen next to the lawyer.

5 Q. Okay. When he signed this invoice, when Reginald
6 Gaskins signed this invoice, what was the understanding
7 that you and he had about the \$14,200?

8 A. That he agreed that the job was performed and he
9 owed that amount.

10 Q. Okay. And the job performed on the project where?

11 A. 123 Jungle Lane, in Cross, South Carolina.

12 Q. Okay. Why didn't you draft a written agreement to
13 provide for that understanding?

14 A. I mean, to me, the way I normally do with
15 everybody that I do work for is that I generate all the
16 invoice or a proposal, and I only got that signed by the
17 person hiring me to do the job, so that is what I have,
18 as far as evidence that the job was done and I agree with
19 the amount and the type of job that was going to be
20 performed or which was already performed.

21 Q. Is that the same way you and Mr. Gaskins did
22 business in the past?

23 A. Yes.

24 Q. Did you see any reason to deviate from that
25 practice?

1 A. No, I did not.

2 Q. I'll show you what is marked as Plaintiff's
3 Exhibit No. 4. Do you recognize that?

4 A. I do.

5 Q. What is it?

6 A. It's another invoice dated May 1, 2009, invoice
7 number 90131.

8 Q. What is it for?

9 A. That's for framing, and that was just labor and
10 nails that was included on that and also for some
11 modification that was done according to the defendant's
12 request, some equipment that we needed to rent, and some
13 material that we purchased.

14 Q. Okay. Did you do all the work that's described on
15 Plaintiff's Exhibit No. 4?

16 A. Yes, I did.

17 Q. Did you actually see Mr. Gaskins sign this
18 invoice?

19 A. Yeah. He signed this invoice as well, again,
20 agreeing to the job that was performed and agreeing with
21 the amount.

22 Q. Did he sign it in your presence?

23 A. He did.

24 Q. Okay. Let me go back to Plaintiff's Exhibit
25 No. 3. In talking about Reginald Gaskins' signature at

1 the bottom of that document, did you see him sign that?

2 A. Yes, I did.

3 Q. We talked earlier about your brother Yuri and the
4 fact that he has a license with the LLR for your LLC.
5 What involvement does your brother Yuri have in this
6 project with Mr. Gaskins?

7 A. Well, he eventually helped me to supervise the
8 crews and, you know, eventually check on how the progress
9 was going, but he didn't really put too much time into
10 this project.

11 Q. Okay. So you were mostly the one working on it?

12 A. Yes.

13 Q. Is that the way you and Yuri normally do it?

14 A. Well, sometimes he takes care of some other
15 clients, but specifically for this client I was the one
16 handling pretty much everything.

17 Q. How many projects did your company have going on
18 at this time?

19 A. At this time we have --

20 Q. At the time that you were doing work for
21 Mr. Gaskins on this project.

22 A. Probably another maybe two or three other jobs.

23 Q. Okay. So that was just the way y'all divided the
24 labor?

25 A. Yes.

1 Q. Okay. Let's talk about Plaintiff's Exhibit No. 5.
2 Do you recognize this?

3 A. I do.

4 Q. What is it?

5 A. It's another check that was given to me from the
6 defendant and was dated on May 2nd, 2009 for \$6,000.

7 Q. Okay. What does it say on the for part of the
8 check?

9 A. It says 123 Jungle Lane.

10 Q. Okay.

11 A. But we had also, you know, that verbal agreement
12 that we had that all the payments were going to be
13 applied to -- owed the balance that we had until that was
14 paid in full, then the payments were going to start to be
15 applied to that job that we were doing at the time.

16 Q. So where was this \$6,000 applied?

17 A. That was applied towards the -- the balance that
18 we had from Bethera as well.

19 Q. On the Bethera job?

20 A. Yeah.

21 Q. Okay. And did Mr. Gaskins agree to applying that
22 \$6,000 to the previous Bethera job?

23 A. Absolutely. We agreed on the beginning because he
24 told me he had all the intentions, like I said, to catch
25 up with all those payments, and so we were applying all

1 the payments received in doing the 123 Jungle Lane job
2 towards the old balance that was not only for Betheria but
3 some -- a few things that we had that I also performed
4 some jobs for him.

5 Q. Okay. Is this a photographic copy of check number
6 1786?

7 A. Yes, it is.

8 Q. Okay. Let's take a look at the document marked
9 Plaintiff's Exhibit No. 6. Do you recognize that?

10 A. I do.

11 Q. What is it?

12 A. It's another invoice that I offered to the
13 defendant and was dated May 4th, 2009, invoice number
14 90132 in the amount of \$1,200.

15 Q. What work is this invoice for?

16 A. That was for roofing, labor.

17 Q. Did you, in fact, perform the roofing labor?

18 A. I did.

19 Q. Did you generate this invoice during your regular
20 course of business?

21 A. I did.

22 Q. Is this a photographic copy of your invoice number
23 90132?

24 A. It is.

25 Q. Whose signature is it at the bottom?

1 A. Reginald Gaskins.

2 Q. When Reginald Gaskins signed this invoice, did you
3 see him sign it?

4 A. I did see, yeah.

5 Q. When he signed it, what was the understanding that
6 you and he had about this \$1,200?

7 A. That the job was already performed, and he agreed
8 with the amount.

9 Q. Okay. So by signing this invoice, the agreement
10 was that he owed you -- 1,200 on this project?

11 A. Exactly.

12 Q. Let's take a look as Plaintiff's Exhibit No. 7.
13 Do you recognize this?

14 A. I do.

15 Q. What is it?

16 A. It's another check I received from the defendants,
17 and it's dated on June 3rd, 2009 for \$5,000.

18 Q. Okay. And what does it say in the four part of
19 that check?

20 A. It says 133 Jungle Lane, but also because the
21 balance from before was not paid yet, we also, you know,
22 had it applied to the old balance.

23 Q. Okay. And that was your understanding of the
24 agreement?

25 A. Yes.

1 Q. Is this a photographic copy of check number 1803?

2 A. Yes.

3 Q. Let's take a look at Plaintiff's Exhibit No. 8.

4 Do you recognize this?

5 A. I do.

6 Q. What is it?

7 A. This is a statement that I generated, and it was
8 dated June 19, 2009, and the balance that shows here is
9 \$21,904.18.

10 Q. All right. What does that \$21,904.18 signify?

11 A. It signifies that on that day, after all the
12 payments that were received and the balance that we had
13 from before, that was the actual balance on that date.

14 Q. Okay. So as of June 19, 2009, this shows that
15 \$21,904.18 was owed at 123 Jungle Lane?

16 A. Exactly.

17 Q. Why was 123 Jungle Lane not listed on this
18 statement?

19 A. Well, the statement again is just to show the
20 balance on that date, and so, you know, it has a balance
21 from all the jobs, Betheria and some of the jobs that we
22 did before. All the payments, even the ones received
23 during the time we were doing the job at 133 Jungle Lane,
24 all those payments were already applied, and this balance
25 reflects, you know, the amount that he owed at that time.

1 Q. Did you generate this statement during your
2 regular course of business?

3 A. I did.

4 Q. Is this a photographic copy of your payment?

5 A. It is.

6 Q. Dated June 19, 2009?

7 A. It is.

8 Q. And whose signature is that at the bottom?

9 A. Reginald Gaskins.

10 Q. Did you see him sign that?

11 A. I did see him.

12 Q. And just to clarify, the understanding was that
13 when he signed this, he owed how much?

14 A. \$21,904.18.

15 Q. Let's take a look at Plaintiff's Exhibit No. 9.
16 Do you recognize this one?

17 A. I do.

18 Q. What is it?

19 A. It's an invoice that I also furnished to the
20 defendant, and it's dated August 3rd, 2009, and invoice
21 number 90164 in the amount of \$3,900 for brick labor.

22 Q. Did you generate this invoice during your regular
23 course of business?

24 A. I did.

25 Q. Is it a photographic copy of invoice number 90132

1 dated August the 3rd, 2009?

2 A. It is.

3 Q. I'm sorry. Invoice number 90164, dated August the
4 3rd, 2009?

5 A. Yes, correct.

6 Q. What was the understanding that you and the
7 defendants had about this \$3,900?

8 A. That was the amount that I -- you know, we charged
9 for that job that was performed at that 123 Jungle Lane.

10 Q. Why didn't Gaskins sign this invoice?

11 A. Probably didn't have a chance to meet him
12 personally, and that's why he didn't sign it. He faxed
13 that back or me or anything, so after that, it was
14 getting hard and hard to get in touch with him, so that's
15 why I didn't get the signature.

16 Q. So how did you get this document to him to start
17 with?

18 A. He e-mailed it to me, or faxed, probably e-mailed.

19 Q. And you didn't hear back?

20 A. No, I did not.

21 Q. Let's take a look at Plaintiff's Exhibit No. 10.
22 Do you recognize this one?

23 A. I do.

24 Q. What is this?

25 A. It's an invoice that I, also produced to defendant,

1 and it is dated August 6, 2009, invoice number 90163 in
2 the amount of \$3,500, and that was for the interior trim
3 and labor that we performed at 133 Jungle Lane.

4 Q. Did you, in fact, perform that work?

5 A. We did.

6 Q. Did you, in fact, perform the work on the other
7 invoices that we have talked about?

8 A. Yes, I did.

9 Q. Going back to Plaintiff's Exhibit No. 10, interior
10 trim, is this a photograph a copy of invoice 90163?

11 A. It is.

12 Q. And you generated it during your regular course of
13 business?

14 A. I did.

15 Q. What was your understanding with the defendants
16 about this \$3,500?

17 A. That same thing. The job was already performed at
18 the time, and he agreed with that amount which was
19 actually previously agreed, you know, verbally with him.

20 Q. And how did you transmit that document to
21 Mr. Gaskins?

22 A. Either through e-mail or fax.

23 Q. And any idea why he didn't sign this one?

24 A. Again, he didn't -- you know, send it back to me
25 with a signature and I didn't make -- that was -- that

1 job and the previous invoice was toward the end of the
2 job, and at that time, it was getting harder and harder,
3 like I said, to get in touch with him.

4 Q. Okay. Let's take a look at Plaintiff's Exhibit
5 No. 11, and what I'll ask you to do is tell me, tell the
6 Court, how you came up with \$28,704.18 that you claim
7 you're owed by the defendants.

8 A. On that -- according to that statement, that was
9 signed by Mr. Gaskins that showed the balance of
10 \$21,904.18.

11 Q. Now, that's Plaintiff's Exhibit No. 8?

12 A. Exactly.

13 Q. Okay.

14 A. So according to that --

15 Q. So we start there.

16 A. Yeah, we start there, so with that --

17 Q. What do we add to it?

18 A. We add to that one invoice number 90164.

19 Q. All right. That's Plaintiff's Exhibit No. 9?

20 A. Yes, in the amount of \$3,900.

21 Q. All right.

22 A. And then we add invoice number 90162.

23 Q. And that is Plaintiff's Exhibit No. 10?

24 A. In the amount of \$3,500.

25 Q. What does that total that?

1 A. Totals \$29,304.18, and --

2 Q. And then you're giving him a \$600 credit?

3 A. Exactly. That credit was from the check -- in the
4 beginning, the first check that he gave for that job that
5 bounced for \$600, that was not applied at the time, so it
6 made a correction and applied that credit because he paid
7 that with another payment on check 1779, so that payment
8 was applied, and then it came up with the balance of
9 \$28,704.18 total.

10 Q. Okay. We've talked about that check, 1779 before.
11 That's Plaintiff's Exhibit No. 2?

12 A. Exactly.

13 Q. So what you're saying is that \$600 of that 16,600
14 was applied?

15 A. Yes, it was applied.

16 Q. And the remainder of that check, of course, was
17 applied to previous jobs.

18 A. Exactly.

19 Q. So that is how you get your 28,704.18?

20 A. Correct.

21 Q. And as you and Mr. Gaskins went along with this
22 project at 123 Jungle Lane, what was his understanding
23 about this money and how it was to be applied?

24 A. Well, we had a conversation --

25 MR. BIERING: Object to the form of the

1 question. Calls for speculation. He's asking what my
2 client's understanding was.

3 MR. SANDERS: I'm asking what his
4 understanding was.

5 MR. BIERING: I understood you to say --

6 THE COURT: Overruled. Overruled.

7 BY MR. SANDERS:

8 Q. Tell the judge what the agreement was as to how
9 the money was being applied as you went along.

10 A. When we started, we were just going to start that
11 job, at 123 Jungle Lane. We had a pretty significant
12 balance from the previous jobs, so we got together at one
13 point and we discussed, and he said on that job he was
14 going to be able to pay all the balance that was already
15 past due for several months and he was going to --

16 Q. Now, that's showing on Plaintiff's Exhibit 1-A; is
17 that correct?

18 A. Yes.

19 Q. That's the first page I gave you. All right. So
20 let's talk about -- tell the judge about that.

21 A. So that was the agreement, that he was going to
22 try to pay all the past due balance and also try to catch
23 up as much as he could on that job, and our agreement was
24 that I accept the -- you know, the conditions, and then,
25 as long as I was receiving as much payment as I could, do

1 that job. So what we were trying to accomplish on that
2 job is to get all the old balance paid, and he told me
3 that he was going to be able to pay as much as he could
4 on that specific job, and on future jobs, he probably --
5 on the next house that was coming up, he was going to be
6 able to catch up with all the payments and come
7 up-to-date with the payment.

8 Q. Why did you want to keep working with Mr. Gaskins
9 if he was behind on his payments to you?

10 A. Well, he always seems to be a very good person.
11 We always got along really well. I trusted him, you
12 know, had no problems, and I did several jobs for his
13 brother and his father and never had any problems
14 receiving. Actually, his father was sometimes, you know,
15 sort of chasing me to pay me, so I thought, you know, he
16 was going to work the same way. But even though, you
17 know, he told me that he had some difficulties but he was
18 going to catch up on the payments, like I said, I fully
19 trusted him on that and I offered help to, you know, get
20 to a point where everything was going to be paid.

21 That's why I decided, you know, to keep move
22 forward and do the job the best way I could, help him as
23 much as I could because I know -- I knew at the time that
24 he was working full time, you know, at some other place
25 so he didn't have much time to coordinate things at the

1 job site, so I offered my help to do as much as I could.
2 And that was my intention, was to help, and, of course,
3 try to come to a point where he was going to pay the old
4 balances and catch up with the payments because I had not
5 only labor that I paid, everybody that did all the work
6 all day, but also materials. I've had a lot of materials
7 that I purchased for those jobs.

8 Q. Okay.

9 MR. SANDERS: Beg Court's indulgence.

10 THE COURT: Let me see if I understand this
11 right. So he's saying before you started on this 123
12 Jungle Lane he was owed \$20,325.11 from the previous
13 jobs?

14 MR. SANDERS: I believe it's \$19,725.11, Your
15 Honor, on the first page at the top.

16 THE COURT: That's what he is saying he was
17 owed at the time he began work?

18 MR. SANDERS: Correct.

19 THE COURT: All right. What was the date you
20 began work on this 123 Jungle Lane?

21 THE WITNESS: Well, according to that invoice
22 number 90128 --

23 MR. SANDERS: This is Plaintiff's Exhibit
24 No. 1.

25 THE WITNESS: That was for engineering and is

1 \$28,704.18 is the amount you said my client owes; is that
2 correct?

3 A. That's correct.

4 Q. And that corresponds with the allegations you've
5 made in your complaint; is that correct?

6 A. Yes.

7 Q. And right now, today, you don't have any question
8 that you're owed \$28,704.18; is that correct?

9 A. That he owes that? No.

10 Q. No question in your mind?

11 A. No.

12 Q. Any way you could be wrong?

13 A. I mean, maybe for, you know, a few cents here or
14 there, but, no.

15 Q. Just a few cents?

16 A. Yeah, absolutely.

17 Q. Your attorney admitted Exhibit -- what I believed
18 to be the escrow agreement, into the record. Isn't it
19 true that you received \$1,500 at the time that you agreed
20 to release the lien against the 123 Jungle Lane project?

21 A. That's right.

22 Q. So you were incorrect in that you're owed -- that
23 you -- that truly you believe you would be owed
24 \$28,704.18, so at this point would you agree that you're
25 only alleging that \$28,704.18 minus \$1,500 wouldn't be

1 Q. Isn't it true that your service invoices added up
2 to \$48,174.11?

3 A. I don't have that on top of my head, but --

4 Q. You don't know?

5 A. No. I don't remember that.

6 Q. Isn't it true that Mr. Gaskins provided you 48,177
7 for the Bethera Road project?

8 A. No, I don't think he did.

9 MR. SANDERS: Your Honor, I'm going to
10 object. He's talking about documents that I haven't seen
11 at all, and so I haven't had a chance to discuss those
12 with my client, don't know anything about them, and why
13 they weren't produced to me, I don't know.

14 THE COURT: Why didn't you produce this stuff
15 to him?

16 MR. BIERING: Your Honor, I produced copies
17 of checks to him, and they have been premarked as
18 exhibits as related to testimony that we'll be seeking at
19 this point.

20 MR. SANDERS: Is that what this is?

21 MR. BIERING: Yes, Your Honor. All of these
22 checks that I'm speaking of have been premarked and
23 provided to the Court as premarked documents and then
24 provided on a number of occasions to counsel, dating back
25 many months.

1 THE COURT: Prior to today?

2 MR. BIERING: Prior to today, Your Honor.

3 MR. SANDERS: Your Honor, that's not correct,
4 and the explanation I got was his prior legal assistant
5 hadn't followed through on what she was supposed to do.

6 THE COURT: When did you get them?

7 MR. BIERING: I have a file document dated
8 May 16, 2011, it was filed with this Court. In that
9 filing, there are a list -- I'm sorry, there are copies
10 of the checks that Mr. Gaskins has previously provided
11 for the Bethera Road project. They are marked as a -- as
12 Exhibit A, part three, payment of other invoices with
13 Stolf Construction, LLC. Those invoices -- those
14 documents were provided pre filing in this case, they
15 were provided post filing, and they've been filed with
16 this Court and provided to counsel.

17 MR. SANDERS: I guess the thing I have a
18 concern about is I see what he's giving me here, but I
19 don't see anything that pertains to this Bethera project
20 that he's questioning my client about.

21 MR. BIERING: Your Honor, we didn't bring
22 this case -- their complaint -- and this is something
23 I'll get to a little later, but their complaint speaks
24 only to invoices for the Jungle Lane project, but they
25 tried to bootstrap to suggest that somehow or another

1 just allows me to do foundation, siding, and carpentry.

2 Q. So it's not as comprehensive as the one that Yuri
3 has for the company?

4 A. Exactly. If we're not doing a job that requires
5 the builders license, I might just use the other one
6 which is the specialty license.

7 Q. For smaller projects?

8 A. Exactly.

9 Q. All right. Let's talk about the complaint that
10 you made to the South Carolina LLR. It was dismissed.
11 Whose name was the complaint -- whose name did you file
12 the complaint in?

13 A. Under my name.

14 Q. You did not file the complaint in the name of
15 Stolf Construction?

16 A. No, it was my mistake.

17 Q. Sir?

18 A. I did not, no. It was just a mistake that I made.

19 Q. It was a mistake? Okay.

20 MR. SANDERS: That's all I have. Thank you.

21 THE COURT: Recross?

22 RECROSS-EXAMINATION

23 BY MR. BIERING:

24 Q. Mr. Stolf, just to make sure I'm clear, though,
25 the complaint you filed with the LLR was based on

1 was examined and testified as follows:

2 DIRECT EXAMINATION

3 BY MR. SANDERS:

4 Q. Mr. Stolf, you're still under oath. You heard
5 Mr. Gaskins say that he did not hire your company to do
6 any work at 1003 Brewton where he lives. What is your
7 response to that?

8 MR. BIERING: Objection. Relevance.

9 THE COURT: Well, it's rebuttal for
10 credibility purposes.

11 MR. SANDERS: Correct.

12 THE WITNESS: I built the house on Brewton as
13 well, and to me, that was the address. Sometimes when
14 they're building, you don't have the house number, but I
15 did build one on Brewton for him. If that's the house
16 where he lives or not, I'm not 100 percent sure, but I
17 did -- one was foundation, framing, and roofing.

18 BY MR. SANDERS:

19 Q. Okay. You heard Mr. Gaskins say that at the time
20 you started the project, he says he didn't owe you
21 \$19,725.11. What is your response to that?

22 A. That's not correct. He's lying.

23 Q. Why would he be untruthful about that?

24 A. Because he doesn't want to pay. And, honestly, I
25 never expected that from him because I had the utmost

1 respect for him, and to me, he was always honest and up
2 front, and, you know, credibility was never an issue
3 because if it was, I would have stopped working before,
4 so all this is really putting our trust in him, like he
5 put trust on me as well, so we had a pretty good
6 relationship.

7 So to me, his denial is just a blow to me, because
8 now he knows that he owes me and as I know, so, I mean,
9 it, to me, is just a big surprise that he is -- you know,
10 because having financial difficulties, anyone can have.
11 I can have or any one of us here, but denying that he
12 owes to me is just -- you're just throwing your character
13 through the window and your credibility and everything
14 else, so to me it's just a big blow.

15 Q. As you were doing the work on the project, did
16 Mr. Gaskins lead you to believe that you would be paid?

17 A. Yeah, absolutely. Again, you know, he was already
18 behind in payments, but he came to me and said on that
19 Jungle Lane job, he was going to be able to not only pay
20 what was past due, but, you know, trying to catch up. He
21 said to me that he probably wouldn't be able to pay all
22 the balance with the new job that I was performing out
23 there, but he was going to try to pay as much as he
24 could. The past dues and some of the work that was done
25 on the next job, he said at that time he probably was

1 going to be able to catch up with all the payments.

2 That's why he kept moving.

3 Q. Mr. Gaskins testified that when the South Carolina
4 LLR cited him for having an unlicensed sub on the job, he
5 says he tried to contact you to discuss it. Do you
6 recall that?

7 A. Never, never got any call from him. I tried to
8 contact him a lot of times before that. That's why I
9 decided to put a mechanical lien because he was not
10 responding to my call. I tried to go to the job site and
11 find him and was never able to, even through mail.

12 Q. So no phone calls, no e-mails?

13 A. Never -- I don't recall getting any call from him
14 after we finished the job at Jungle Lane.

15 Q. Why would he be dishonest about that?

16 A. Again, not to pay me, because I knew he was going
17 through some financial difficulties and, you know, and I
18 was trying to help. And, again, more importantly, just
19 when he stopped answering my calls, I -- that, to me, was
20 indication that he wasn't going to comply with the
21 agreement that we had.

22 Q. How did you know Mr. Gaskins and his LLC were
23 having financial difficulties?

24 A. He told me. He told me that he owns some
25 property, that he was making some payments. He had a

1 tough time, and he had nice truck at one time and he came
2 to the job in a very old car and said to me that he had
3 to sell his truck because he wasn't making enough money,
4 and he was driving a pretty old car that day and said --
5 you know, I knew that, but to me it didn't mean much
6 because, you know, like I said, anyone can have
7 difficulties.

8 Q. A lot of folks in the construction industry have
9 been having hard times, correct?

10 A. Yes, correct, like we do. We've been really -- we
11 got hit recently with all this, the market the way it is.

12 Q. So that is not unusual for a builder to be having
13 financial difficulties?

14 A. Absolutely no, and, to me, it was a big indication
15 that he was having financial difficulties was that lien
16 that was placed on that Palmetto Lane job in Bethera.

17 Q. Is that the lien that was filed by Builders First
18 Source?

19 A. Exactly.

20 Q. What do you know about that?

21 A. I just found out there was a lien placed against
22 him on that job, and that, to me, was another indication
23 he was having financial difficulty.

24 Q. Did he tell you that?

25 A. I think he mentioned that to me or actually maybe

1 to the homeowner because I went back to do a little bit
2 of some punch outs and the homeowner mentioned that
3 because he was having --

4 MR. BIERING: Objection. Hearsay.

5 THE COURT: Sustained. Hearsay.

6 BY MR. SANDERS:

7 Q. You can't testify as to what somebody else told
8 you.

9 A. Yeah, again, he --

10 Q. Unless it was him.

11 A. He might have told me that as well.

12 Q. Okay. Let's move on. When Mr. Gaskins testified
13 about Plaintiff's Exhibit No. 8, he said that wasn't his
14 signature. I just want you to clarify for the judge what
15 your position is on that signature.

16 A. When he signed that, he knows that I'm saying the
17 truth about this, he was in front of me and he signed
18 that document. He signed all the other ones.

19 MR. SANDERS: Thank you, sir.

20 THE COURT: Cross?

21 CROSS-EXAMINATION

22 BY MR. BIERING:

23 Q. Are you aware, Mr. Stolf, that Sweetgrass Home
24 Builders, LLC has actually built five homes on Brewton
25 Drive?

1 invoices for?

2 A. For brick labor, for upending of the home and
3 material and trim.

4 Q. Did Atila Stolf perform the work that is outlined
5 on those invoices for Sweetgrass Home Builders on the 123
6 Jungle Lane project?

7 A. Yes, sir. They wasn't completed in full.

8 Q. He did some work, but he didn't complete it.

9 A. Yes, sir.

10 Q. I'm going to hand you what has been admitted as
11 Defendant's Exhibit 3, the three checks there, and did
12 you endorse each of those checks for Sweetgrass Home
13 Builders, LLC and deliver those to Mr. Atila Stolf?

14 A. Yes, sir.

15 Q. And were those for the Jungle Lane project?

16 A. Yes, sir.

17 Q. During your work with Atila Stolf, was it your
18 understanding that he was a licensed contractor?

19 A. Yes, sir, I understood.

20 Q. And did he represent himself to you as a licensed
21 contractor?

22 A. Yes, sir.

23 Q. And were you surprised whenever you found out he
24 was not a licensed contractor?

25 A. Yes, sir.

1 Q. And what was the basis of that complaint?
2 A. They fined me.
3 Q. Because --
4 A. Using an unlicensed subcontractor.
5 Q. And actually issued at that point a citation and
6 cease and desist order; is that correct?
7 A. That's correct.
8 Q. And imposed penalty; is that right?
9 A. Yes, sir, \$500.
10 Q. And did you pay that?
11 A. Yes, sir.
12 Q. Mr. Gaskins, have you paid in full for the
13 services that were performed at 123 Jungle Lane by Stolf?
14 A. Yes, sir.
15 Q. You think you owe them anything?
16 A. No, sir. The only thing I knew that I owed him
17 when it was \$1,500 because of brick and trim work wasn't
18 complete, which I completed myself and then had to hire
19 Mr. James Rivers to finish the brick work, which is
20 basically some steps. It wasn't a whole lot, but that is
21 basically why I had the \$1,500 being held for that
22 particular reason.
23 Q. So in all actuality, they claim that the project
24 was a \$28,704.18 project. You have paid him \$29,100, and
25 your position is it's actually \$29,000 -- it's actually

1 Q. May it please the Court: Mr. Gaskins?

2 A. Yes, sir.

3 Q. Are you aware that I served a request for
4 production related to Sweetgrass Home Builders, LLC?

5 A. No, sir.

6 Q. Are you aware that my request seeks documents
7 which relate to the formation or operation of Sweetgrass
8 Home Builders, LLC?

9 A. No, sir.

10 Q. Are you aware that no documents pertaining to the
11 formation or operation of your LLC were produced?

12 A. As far as I know, they were.

13 Q. What was produced?

14 A. As far as any previous jobs and as far as licenses
15 and everything, is that what you're referring to?

16 Q. No I'm talking about the formation and operation
17 of your LLC.

18 A. Oh, no, sir. I'm not sure. I mean --

19 Q. What percentage of your company do you own?

20 A. 100 percent.

21 Q. You don't have any resolutions that have been made
22 by the LLC, do you?

23 A. No, sir.

24 Q. And you don't have any minutes of any meetings of
25 any member of the LLC?

1 A. No, I'm the only one.

2 Q. But you don't have any minutes of any meetings
3 signed by you?

4 A. There is nobody to meet with besides me, so I
5 don't understand what you're asking.

6 Q. And you have no operating agreement?

7 A. No, sir.

8 Q. And you were never formally issued 100 percent
9 interest in the LLC, were you?

10 A. I'm not sure I understand what you're asking.

11 Q. You never signed any documentation showing that
12 you own 100 percent of the LLC, correct?

13 A. Yes, sir.

14 Q. What is the answer?

15 A. I said yes, sir.

16 Q. What did you sign that shows you're a 100 percent
17 member?

18 A. Whenever I got my name done, whatever at the time,
19 I mean, I don't have any of that with me now.

20 Q. Who filed the articles of organization from your
21 LLC?

22 A. My attorney.

23 Q. Okay. But other than that, you hadn't signed
24 anything?

25 A. No, sir.

1 Q. Did you sign the articles of organization?

2 A. No, sir.

3 Q. Do you have an LLC minute book?

4 A. No, sir.

5 Q. Okay. But you believe that your LLC was properly
6 formed?

7 A. Yes, sir.

8 Q. And that's based on what your attorney told you
9 when you filed the articles of organization?

10 A. Yes.

11 MR. BIERING: Your Honor, I object to those
12 questions asked as being protected by attorney-client
13 privileges.

14 THE COURT: Say that again?

15 MR. BIERING: He's asking about conversations
16 between an attorney and a client.

17 THE COURT: That's not --

18 MR. SANDERS: I'm finished with that topic.

19 THE COURT: That's not privileged. Go ahead.

20 BY MR. SANDERS:

21 Q. Let's talk about Defendant's Exhibit No. 8.

22 Specifically, I want to look at one of these letters.

23 You got a letter from the LLR dated March 21, 2011 that
24 you were using an unlicensed person on the project,
25 correct?

1 A. Yes, sir.

2 Q. And the project that we're talking about is 123
3 Jungle Lane in Cross?

4 A. That's correct.

5 Q. So they're telling you, Roger Lowe is telling you,
6 they're going to investigate it, correct?

7 A. Yes, sir.

8 Q. Okay. When you received that letter, you were
9 angry, weren't you?

10 A. Yes, sir.

11 Q. And you didn't discuss it with Atila.

12 A. I tried contacting him. I tried contacting him
13 after the mechanic's lien was put on me and he never
14 would answer my calls, return my calls or anything, so I
15 tried to find out exactly what was going on.

16 Q. All right. And you really didn't want to talk to
17 Atila because you knew you owed money to Stolf
18 Construction, right?

19 A. Not correct, no, sir. I tried.

20 Q. Let's talk about this May 13, 2011 cease and
21 desist letter. This is regarding the project also,
22 correct?

23 A. That's my understanding to any project, any future
24 project.

25 Q. Did that pertain to the project at 123 Jungle Lane

1 or all projects?

2 A. Any projects.

3 Q. Okay. And so did you cease and desist your work?

4 A. That was using unlicensed subcontractors.

5 Q. Right.

6 A. So I'm not using any unlicensed subcontractors now
7 after this incident here.

8 Q. But at the time that Stolf Construction, LLC was
9 doing work for you, you never asked for a copy of the
10 license?

11 A. I asked for it. He assured me he was a licensed
12 builder, and I'll be honest with you, I didn't
13 investigate him. I wish now that I would have, but I
14 didn't.

15 Q. All right. But you weren't aware that his brother
16 Yuri had a license, were you?

17 A. No, sir.

18 Q. Now, here is a document here, the last page of
19 Defendant's Exhibit 8, and this shows a \$500 fine.

20 A. That's correct.

21 Q. Which you paid.

22 A. Yes, sir.

23 Q. And it was cheaper to pay the \$500 fine than to
24 pay Stolf Construction what was owed, correct?

25 MR. BIERING: Object to the form of the

1 Q. You're not building houses in the area right now?

2 A. Yes, sir. My dad runs the projects while -- my
3 dad and my wife, who is sitting out there, run the
4 projects while I'm at work, oversee everything.

5 Q. But you don't?

6 A. Sir? On my lunch break, I go out there and then
7 after hours, after 5:00 I go out.

8 Q. Do you still maintain your home at 315 Land of
9 Pines Circle?

10 A. No, sir.

11 Q. What's your current address?

12 A. 1003 Brewton Boulevard.

13 Q. Where is that?

14 A. Berkeley County.

15 Q. Do you own your home?

16 A. No, sir. I mean, the bank owns it, but --

17 Q. Okay. You testified earlier that no other
18 projects were liened other than 123 Jungle Lane, correct?

19 A. To my knowledge, yes, sir.

20 Q. Do you recall the lien by Builders First Source on
21 the Palmetto Bay project?

22 A. That was due to a project my dad -- another
23 project we were doing where he hadn't paid all of the
24 bill or whatever, so there was, like, 3,000 or 4,000 --
25 well, it was current, actually, but what they do whenever

1 there is a mechanic's lien, if there is any money owed to
2 them at all, they take everything, a lien against
3 whatever is actually out there.

4 Q. So you paid this lien off to Builders First
5 Source?

6 A. Yes, sir. It was taken care of.

7 Q. And you and your dad work together?

8 A. Yes, sir. He works for me.

9 Q. So your testimony earlier wasn't quite accurate?

10 A. He oversees the jobs for me.

11 Q. You testified earlier about not having any other
12 projects liened wasn't quite accurate, was it?

13 A. It was his project, so --

14 Q. So y'all work together, but you have separate
15 projects?

16 A. No. I just allowed him to use my account, is how
17 that occurred.

18 Q. I see.

19 A. He was building a house for himself or whatever,
20 and I just allowed him to use my account to get some
21 building material.

22 Q. Okay. Who has the license, you or your dad?

23 A. I do.

24 Q. So he works under your license?

25 A. He doesn't work. He just oversees things for me

1 just to help me out.

2 Q. Okay. But the company is run out of your license,
3 not under your dad's?

4 A. He doesn't have a license, that's correct.

5 Q. So that is sort of like Stolf Construction,
6 LLC working under Yuri Stolf's license instead of
7 Atila's, right?

8 MR. BIERING: Objection. Calls for
9 speculation.

10 THE COURT: Overruled.

11 BY MR. SANDERS:

12 Q. Correct?

13 A. What was that again?

14 THE COURT: You made your point. Move on.

15 BY MR. SANDERS:

16 Q. You've done other work with Stolf Construction,
17 correct?

18 A. Yes. I believe it was three other -- two other
19 projects, something like that.

20 Q. We talked about the Palmetto Bay project, which is
21 also known as Betheria?

22 A. That's correct.

23 Q. And there were some other projects besides that
24 one?

25 A. There was the one at Tacoma Circle, and in

1 MR. BIERING: Objection. Asked and answered.

2 THE COURT: Overruled.

3 MR. SANDERS: I didn't hear your answer.

4 THE WITNESS: I said no, sir.

5 BY MR. SANDERS:

6 Q. You testified about uncompleted work at the
7 project. You said there was a small amount of brick
8 work?

9 A. Brick work and trim work, yes, sir.

10 Q. And a small amount of trim work that was not
11 completed?

12 A. Yes, sir.

13 Q. Some of it you completed yourself?

14 A. Yes, sir.

15 Q. But you didn't pay Stolf Construction everything
16 it was owed?

17 A. Yes, sir. To satisfy the mechanic's lien, it was,
18 like, \$1,500. That's why I agreed to release that money,
19 1,400, \$1,500 bucks, whatever it was.

20 Q. I show you Plaintiff's Exhibit 3. Is that your
21 signature?

22 A. Yes, sir.

23 Q. I show you Plaintiff's Exhibit 4. Is that your
24 signature?

25 A. Yes, sir.

1 Q. Here's Plaintiff's Exhibit No. 6. Is that your
2 signature?

3 A. Yes, sir.

4 Q. And here is Plaintiff's Exhibit No. 8. Is that
5 your signature?

6 A. No, sir.

7 Q. Do you agree that signature on Plaintiff's Exhibit
8 No. 8 looks similar to the signature on Plaintiff's
9 Exhibits 3, 4, and 6?

10 A. It looks similar, yes, sir. Exactly the same, no.

11 Q. You have told others that you're broke, correct?

12 A. Told others I broke?

13 Q. Yes.

14 A. I don't recall that, no, sir.

15 Q. Your company has no money; is that correct?

16 A. Money in the bank, yes, sir.

17 Q. How much?

18 A. Approximately at this time, probably, I guess,
19 \$20,000, somewhere in there.

20 Q. How much have you paid your attorney for his fees
21 to date?

22 MR. BIERING: Objection. Relevant, Your
23 Honor. We have not asserted --

24 THE COURT: Sustained.

25 MR. BIERING: Thank you, Your Honor.

1 THE COURT: I don't really care about that
2 \$600. That's not my point. I'm getting to Plaintiff's
3 Exhibit 2 is a check that you wrote on April the 17th of
4 2009 for \$16,600.

5 THE WITNESS: Yes, sir.

6 THE COURT: All right. Why did you pay him
7 \$16,600 up front?

8 THE WITNESS: I paid that after he did the
9 foundation.

10 THE COURT: Well, he didn't invoice you that
11 until the 28th, 11 days later.

12 THE WITNESS: That is normal procedure, how
13 we've always done, sir. We had just a number. We agree
14 up front.

15 THE COURT: He would invoice you after you
16 paid it?

17 THE WITNESS: Yes, sir, just to give us a
18 copy of it, and I don't know that he actually even gave
19 me that copy at the time.

20 THE COURT: All right. You signed it.
21 You've said that's your signature?

22 THE WITNESS: Yes, sir, at a later date.

23 THE COURT: Normally people don't pay until
24 after they get an invoice, but you're saying you paid
25 before you got an invoice?

1 THE WITNESS: Yes, sir, because I already
2 knew what the amount was going to be, and mainly why I
3 signed that, usually I wouldn't even sign it, but we made
4 a change in the foundation and enlarged their master
5 bedroom and in the framing, so there was some added
6 costs, and that is basically why I ended signing off
7 because we changed the numbers what they were originally.
8 Most cases we never sign anything because we just have an
9 agreement on what the amount we're doing it for.

10 THE COURT: So none of these checks on these
11 invoices are anything, because you paid him on April the
12 17th of '09 and you got an invoice ten days later for
13 \$14,200, which is less than what you paid him.

14 THE WITNESS: Yes, sir. Like I say, the way
15 it normally works is he gives me a price of \$15,000 to
16 frame a home, and as soon as they start, maybe get the
17 floor in, we give him 5,000, the get a little bit more,
18 we give him another 5. Just as we go along, give them a
19 little money so they can keep, I guess, money flowing,
20 cash flow. We don't wait exactly all the way to the end
21 to pay the invoice.

22 THE COURT: All right. You got any questions
23 you want to ask him either on redirect or in response to
24 what I asked him about?

25 MR. BIERING: I've got a brief redirect, Your

PLAINTIFF'S EXHIBIT
[Handwritten Signature]



12/02/09

Account: 840049464
Name: SWEETGRASS HOME BUILDERS LLC
Address: 315 LAND-O-PINES CIRCLE
MONCK'S CORNER SC
294615913

The image shown below represents an official copy of the original document as processed by our institution

FDIC SWEETGRASS HOME BUILDERS, LLC 1779
 315 LAND-O-PINES CIRCLE
 MONCK'S CORNER, SC 29461
 (843) 781-0928

DATE 4-17-09 67-428-532

PAY TO THE ORDER OF Stally Construction \$ 16,600.00
Sixteen thousand six hundred and 00/100 DOLLARS

fm Tennis & Michael Bond
 President & Treasurer 2009

FOR 123 Jungle Ln Reginald R. [Signature]

⑆00001779⑆ ⑆053204280⑆ 8400 4946 4⑆

00001779 04/21/09 9000900430 16600.00

ENDORSE HERE

DO NOT WRITE OR SIGN BELOW THIS LINE
 At this point, a new check number will be printed.

The property of Sweetgrass Home Builders, LLC shall be deemed to be the property of the lender and shall be held in trust for the lender. No part of the proceeds of this check shall be used for any other purpose. If you are not the owner of the property, you must sign this check as an authorized signatory. If you are not an authorized signatory, you must sign this check as an agent of the owner. If you are not an authorized signatory or agent of the owner, this check is void. If you are an authorized signatory or agent of the owner, you must sign this check as such. If you are not an authorized signatory or agent of the owner, this check is void. If you are an authorized signatory or agent of the owner, you must sign this check as such. If you are not an authorized signatory or agent of the owner, this check is void. If you are an authorized signatory or agent of the owner, you must sign this check as such.

FEDERAL RESERVE BOARD OF GOVERNORS REG. NO.



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211

FAX: 843 832-9603

PLAINTIFF'S
EXHIBIT

nvoice

Date	Invoice #
4/28/2009	90123

stolf@aol.com

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O Pines Circle Moncks Corner, SC 29461

Job Information
Plan 1508 (reversed) 123 Jungle Ln Cross, SC

Terms	Project
Due on receipt	Cross Foundation

Item	Quantity	Description	Rate	Amount
Concrete	1	Foundation FOUNDATION SCOPE We propose to provide labor and material to build and pour the footings, build the CMU walls and piers, bond-beam and set all foundation steps according to specifications listed on plans. If steps are required add \$90 per step. Clearing and grading are not included in this proposal. If pumping is needed add \$850 to this proposal.	14,200.00	14,200.00

Reggie Gaskins

We appreciate the opportunity!

Total \$14,200.00

PLAINTIFFS
EXHIBIT



12/02/09

Account: 840049464
Name: SWEETGRASS HOME BUILDERS LLC
Address: 315 LAND-O-PINES CIRCLE
MONCK'S CORNER SC
294615913

The image shown below represents an official copy of the original document as processed by our institution

1786

SWEETGRASS HOME BUILDERS, LLC
315 LAND-O-PINES CIRCLE
MONCK'S CORNER, SC 29461
(843) 781-0068

DATE 5-2-09 07-428-532

PAY TO THE ORDER OF *Staff Construction* \$ 6,000.⁰⁰
Mr. Howard and 100 DOLLARS

James A. Howard
FOR *Kelcey Trangle, Inc.* *Reginald P. ...*

⑆00001786⑆ ⑆050620⑆ ⑆0506⑆ ⑆000049464⑆

00001786 05/06/09 9000200140 6000.00

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DO NOT WRITE, STAMP OR SIGN BELOW THIS LINE
EXCEPT FOR FINANCIAL INSTITUTIONS

[Signature]

The amount of the check is subject to the provisions of the Uniform Commercial Code, Article 4, which may vary from the provisions of this check. The amount of the check is subject to the provisions of the Uniform Commercial Code, Article 4, which may vary from the provisions of this check. The amount of the check is subject to the provisions of the Uniform Commercial Code, Article 4, which may vary from the provisions of this check.

FEDERAL RESERVE BOARD OF GOVERNORS, WASHINGTON, D.C.

STOLF CONSTRUCTION, LLC
 105 RACQUET LANE
 SUMMERVILLE, SC 29485



Statement

Date
6/19/2009

To:
Reggie Gaskins Sweetgrass Home Builders 315 Land O' Pines Circle Moncks Corner, SC 29461

		Amount Due	Amount Enc.		
		\$21,904.18			
Date	Transaction	Amount	Balance		
05/19/2009	Balance forward		26,904.18		
06/05/2009	Cross Foundation- PMT #1803. Cross	-5,000.00	21,904.18		
<i>Reggie Gaskins</i>					
CURRENT	1-30 DAYS PAST DUE	31-60 DAYS PAST DUE	61-90 DAYS PAST DUE	OVER 90 DAYS PAST DUE	Amount Due
0.00	0.00	21,904.18	0.00	0.00	\$21,904.18



STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211

FAX: 843 832-9603

Invoice



Date	Invoice #
8/3/2009	90164

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O' Pines Circle Moncks Corner, SC 29461

Job Information
123 Jungle Lane Cross, SC

Terms	Project
Net 15	Cross

Item	Quantity	Description	Rate	Amount
Brick	6	Brick Labor	650.00	3,900.00
Thank you for your business.			Total	\$3,900.00



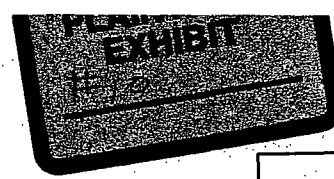
STOLF CONSTRUCTION, LLC

105 RACQUET LANE
SUMMERVILLE, SC 29485

TEL: 843 864-6211

FAX: 843 832-9603

stolf@aol.com



Invoice

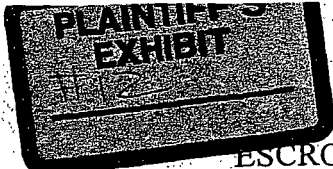
Date	Invoice #
8/6/2009	90163

Bill To
Reggie Gaskins Sweetgrass Home Builders 315 Land O' Pines Circle Moncks Corner, SC 29461

Job Information
123 Jungle Lane Cross, SC

Terms	Project
Due on receipt	

Item	Quantity	Description	Rate	Amount
Interior Trim	1	INTERIOR TRIM as proposed.	3,500.00	3,500.00
Thank you for your business.			Total	\$3,500.00



STATE OF SOUTH CAROLINA
COUNTY OF CHARLESTON)

ESCROW AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that James Allison Roberson ("Roberson") and Reginald L. Gaskins ("Gaskins"), do hereby represent and agree that Attorney Christopher P. Biering ("Escrow Agent") is holding \$8,000.00 of Gaskins' money in his escrow account and that upon the signing of this Escrow Agreement ("Agreement") and upon a Release of Lien recorded on behalf of Stolf Construction, LLC ("Stolf") (said Lien was recorded November 10, 2009, in the Berkeley County ROD Office in Book R, Volume 8201 at Page 201) against Roberson's real property known as 123 Jungle Lane, Cross, South Carolina, Berkeley County TMS # 081-00-00-055), that Escrow Agent will release \$1,500.00 of this amount to Stolf.

The remaining \$6,500.00 will be held in Escrow Agent's escrow account pending court order or mutual written agreement of Stolf and Gaskins.

In performing its duties hereunder, the Escrow Agent shall not be liable for damages, losses, or expenses except for willful misconduct or breach of trust by Escrow Agent.

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 17 day of Feb., 2010.

Ida D. Mero
Witness

Virginia S. Miller
Witness

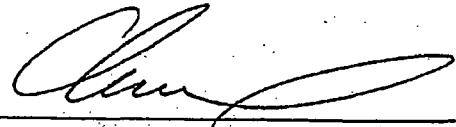
[Signature]
Thomas O. Sanders, IV, Esquire
Attorney for Stolf Construction, LLC

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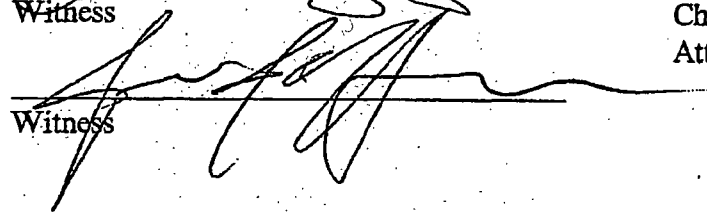
IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this ~~27th~~ day of February, 2010.



Witness



Christopher P. Biering, Esquire
Attorney for James Allison Roberson



Witness

IN WITNESS WHEREOF, the undersigned have affixed their hands and seals this 27th

day of January, 2010.

Jocelyn M. Campbell
Witness

[Signature]
Witness

[Signature]
Ryan D. Bluestein, Esquire
Attorney for Reginald L. Gaskins

CERTIFICATE OF COUNSEL

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

/s/ Thomas O. Sanders, IV

Thomas O. Sanders, IV

Sanders Law Firm, LLC

1738 Three Oaks Avenue

Charleston, SC 29407

(843)573-8828

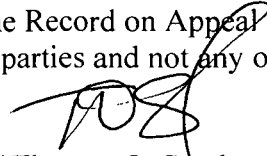
ATTORNEY FOR APPELLANT

December 26, 2012

Charleston, South Carolina

CERTIFICATE OF COUNSEL

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



/s/ Thomas O. Sanders, IV

Thomas O. Sanders, IV
Sanders Law Firm, LLC
1738 Three Oaks Avenue
Charleston, SC 29407
(843)573-8828
ATTORNEY FOR APPELLANT

December 26, 2012
Charleston, South Carolina

RECEIVED

FEB 15 2013

SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM BERKELEY COUNTY
Court of Common Pleas

Roger M. Young, Circuit Court Judge

Case No. 2010-CP-08-3540

Sweetgrass Home Builders, LLC and Reginald Gaskins, Respondents,

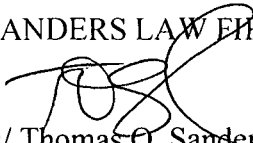
v.

Stolf Construction, LLC, Appellant.

PROOF OF SERVICE

I certify that I have served the *Final Brief of Appellant* and the *Record on Appeal* on Sweetgrass Home Builders, LLC and Reginald Gaskins by depositing a copy of it in the United States Mail, postage prepaid, on December 26, 2012, addressed to its attorney of record: Christopher P. Biering, Esquire (116 East Railroad Avenue, Moncks Corner, SC 29461).

SANDERS LAW FIRM, LLC



/s/ Thomas O. Sanders, IV

Thomas O. Sanders, IV
1738 Three Oaks Avenue
Charleston, South Carolina 29407
(843)573-8828
ATTORNEY FOR APPELLANT

December 26, 2012
Charleston, South Carolina

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FEB 15 2013

SC Court of Appeals