

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Case No. 2010-CP-40-06486

RECEIVED
APR 22 2013
SC Court of Appeals

Kevin Schumacher, ... Appellant,

v.

Lance Hoover, ... Respondent.

RECORD ON APPEAL VOLUME II

Kirby D. Shealy III, SC Bar # 11556
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
(803) 254-4190
Attorneys for Appellant

James Edward Bradley, SC Bar # 66130
Margaret Amelia Hazel, SC Bar # 100634
Moore, Taylor & Thomas, P.A.
1700 Sunset Boulevard (Hwy 378)
West Columbia, South Carolina 29169
(803) 796-9160
Attorneys for Respondent

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Case No. 2010-CP-40-06486

Kevin Schumacher, ... Appellant,

v.

Lance Hoover, ... Respondent.

RECORD ON APPEAL VOLUME II

Kirby D. Shealy III
Ellis, Lawhorne & Sims, P.A.
1501 Main Street, Fifth Floor
Columbia, South Carolina 29201
(803) 254-4190
Attorneys for Appellant

James Edward Bradley
Moore, Taylor & Thomas, P.A.
1700 Sunset Boulevard (Hwy 378)
West Columbia, South Carolina 29169
(803) 796-9160
Attorneys for Respondent

INDEX

Form 4 Jury Verdict Order filed January 6, 2012.....	1
Order filed May 23, 2012	3
Plaintiff's Motion for Judgment Notwithstanding the Verdict filed January 17, 2012	9
Defendant's Motion for Entry of Attorney Fees and Damage Award filed January 17, 2012.....	16
Plaintiff's Memorandum in Opposition to Defendant's Motion for Entry of Attorney Fees and Damage Award filed January 30, 2012.....	38
Plaintiff's Motion to Amend Order filed May 30, 2012.....	40
Complaint	42
Answer, Counterclaim and Third-Party Complaint.....	51
Amended Answer and Counterclaim.....	57
Plaintiff's Reply to Defendant's Amended Answer and Counterclaim	62
Transcript of Proceedings pp. 1-6; 33-444	66
Lance Hoover Direct Examination.....	90
Lance Hoover Cross Examination.....	116
Lance Hoover Redirect Examination	148
Monica Hoover Direct Examination.....	156
Monica Hoover Cross Examination	177
Monica Hoover Redirect Examination.....	217
Terrell F. Bishop Direct Examination	224
Terrell F. Bishop Cross Examination	238
Michael Todd Beckstrom Direct Examination.....	260
Michael Todd Beckstrom Cross Examination.....	279
Kevin Michael Schumacher Direct Examination	281
Kevin Michael Schumacher Cross Examination.....	314
Kevin Michael Schumacher Redirect Examination.....	373
William Lee Capell Direct Examination	383
William Lee Capell Cross Examination.....	393
Ancel A. Hamilton Direct Examination	396
Ancel A. Hamilton Cross Examination	407

Plaintiff's Exhibits

1	484
2	486
3	487
4	488
9	489
10	491
13	494
15	500
28	504
29	505

Defendant's Exhibits

1	506
4	520
5	521
11	522
13	523
14	524
15	526
16	527

1 which he didn't do. And take responsibility for getting
2 something done in a hurry or at least reassuring the
3 people, look, we can't get it done in a hurry by we'll try
4 just as quick as we can. I'm going to get these Mold
5 Solution guys in here as fast as I can.

6 But he didn't do any of those things. He didn't
7 apologize, he didn't say he was sorry. He didn't say, I'm
8 going to fix the problem in a hurry. What did he do?
9 Well, let's look at it.

10 He carbon copied his lawyer before the report
11 even came back from Biotek that he had rejected. He sued
12 them even though they had paid rent for the whole month.
13 And more than that, more telling about what's going on
14 here is the position he and his lawyer take throughout
15 this case. I call it the position of blaming everyone
16 else, okay. It's the Hoovers' fault. They made the
17 problem, they left the attic fan open, they created all
18 this problem. Of course, no one said this. Their Mold
19 Solutions guys are not, nobody said that that Hoovers
20 cause the problem, just them. They said, well, it must be
21 the Hoovers' problem. So the first thing to do is blame
22 the Hoovers.

23 And the next thing, that's not good enough for
24 them. They accused the Hoovers of committing perjury.
25 They said, this was all pretext. You guys were going to

1 leave anyway. You just made this up so you'd have an
2 excuse to breach the lease. That's the word he says, he
3 says it was a pretext, this was all pretext. Do you know
4 what pretext means? A lie, he's saying you made this up
5 as a lie so that you could leave. Does that make any
6 sense in the world?

7 Monica and Lance had just moved here from Texas
8 with the Army. They knew they were going to get sued if
9 they breached this lease because they already knew the
10 lawyer was called. They had already spent their money to
11 move all their stuff from Texas. They were just starting
12 school. You've got your kids, you know school starts
13 August, September. The kids had adjusted to brand new
14 schools. Lance was starting a brand new job. They had
15 already paid the money for the mold inspection, two mold
16 inspections, almost \$2,000. Then they had to pay to move
17 again to where they moved to get their family out of the
18 mold house. So what was that? I think Mr. Shealy put
19 that in, it was about \$1500, \$1300, something like that.
20 Then they knew they weren't going to get their \$2400 back.
21 So they lost probably 5,000, \$6,000 just to get out of
22 this house and they knew they were going to get sued.
23 Would it make sense that anybody would make up
24 that pretext? Is the mold pretext? Is there a way to put
25 it on there? That's how far these people have to go to

SCHUMACHER V. HOOVER

1 get you to rule in their favor is accuse Monica and Lance
2 of lying. That's the only way they win. Because to rule
3 for them you've got to find, hey, you guys all made this
4 up, you made this big problem.

5 But you know what that would mean? It would mean
6 that Ancel Hamilton is lying too because he's the one who
7 came and tested it. And that Lee Capell had lied and that
8 Terry (sic) Beckstrom is lying and that Terry Bishop is
9 lying. The Hoovers are the one who hired somebody August
10 24th to try and fix it. They would have to be some kind
11 of super liars to get everybody to lie and create a
12 pretext like these people are accusing them of. They come
13 in, sue somebody and then accuse them of lying to get what
14 they want.

15 Now, I'm not going to talk about Mr. Shealy's
16 trip to the grocery store because I think y'all are tired
17 of listening to me talk anyway. I've got one more thing
18 to say. I think this is important.

19 Every person that sat in this witness chair I
20 asked them a question. Mr. Shealy alluded to it. I said,
21 would you let your family stay in this situation?
22 Everybody said, no, and every one of us knows that's the
23 right answer. The question is, how long do they have to
24 sit and wait? I mean, it's not like they were just
25 sitting there waiting. They were doing something about

SCHUMACHER V. HOOVER

1 it. They had hired somebody, they hired Biotek. And
2 before Biotek even came out with the report, Mr.
3 Schumacher said, I'm not going to do that. They shouldn't
4 have to wait forever and the home was making them sick.
5 And that's a fair and reasonable answer and everybody
6 knows it. And because the home made them sick, they're
7 entitled to get their security deposit back.
8 They were willing to let bygones be bygones.
9 They were willing to leave and now they've been through
10 this whole trial, they've been drug into court just like
11 all of y'all. They didn't want to be here any more than
12 the jurors. And they're required to defend themselves and
13 they're entitled to get their security deposit back too.
14 So when you go back in that jury room, what we
15 believe the right thing for you to do and we believe you
16 will feel this too when you look at each other and think
17 about what's the right thing in this situation is to say,
18 no, Mr. Schumacher you didn't do what you were supposed to
19 do. And so you're not entitled to receive \$10,000 from
20 the Hoovers, okay. You should have given them their money
21 back, you should have let them go, you should have taken
22 care of the problem, moved on with your life and we'd all
23 be better off for it.

24 Thank you.

25 THE COURT: Mr. Shealy.

1 FINAL CLOSING ARGUMENT ON BEHALF OF PLAINTIFF
2 ON BEHALF OF THE PLAINTIFF:

3 What you're hearing really matches the -- what
4 we're-- what we're trying to establish here. The -- what
5 you're hearing from Mr. Bradley is that we're accusing a
6 whole lot of people of perjury. I don't think you heard
7 me say that.

8 What I am alluding to when I say pretext is -- I
9 just want to focus your attention on some language that
10 this is important. He talked about the August 24th e-mail
11 from Todd Beckstrom to Terry Bishop saying, I passed the
12 offer on to my clients. They will honor the terms of the
13 lease provided that the owner addresses the potential mold
14 issues to include an inspection by a licensed mold
15 inspector and whatever treatment is necessary to remedy
16 the problem. As a doctor he's concerned about the health
17 of his children.

18 So the first time that Mr. Schumacher gets the
19 report from Biotek, on September the 3rd, this is the text
20 of the e-mail from Todd Beckstrom. Kevin, attached is the
21 report by Biotek. The first time he's got it in his
22 hands. Based on this report, -- and the report of course,
23 as you know, says here's what -- here's what needs to be
24 done -- in addition to the problem, here's what needs to
25 be done. Based on this report, my client is giving notice

SCHUMACHER V. HOOVER

1 that they're effectively terminating the lease at the end
2 of September with a full return of their security deposit.
3 The health of their children is a major concern. They
4 truly regret having to take this course as they will incur
5 many expenses in moving again.

6 And then this is interesting, they have had an
7 attorney review all the documents and do not wish for a
8 fight but are prepared for one if necessary. The Hoovers
9 brought up the idea of a legal fight and attorneys
10 directly in Sept -- the September 3rd e-mail before any
11 any lawyer was involved and having anything to do with it.

12 And it's interesting to focus upon that because
13 if you go back to the 25th of August, the exchange of e-
14 mails between Dr. Hoover and Todd Beckstrom when Monica
15 Hoover had said, we're interested in looking at these
16 houses in the Wildwood area. And Todd had said, don't you
17 want to work out the lease first. Dr. Hoover says, there
18 may come a point that we have to just settle to stay in
19 the home but I want to ensure that the mold situation is
20 under control. I do not want the tactics to get too
21 nasty. I do not want the tactics to get too nasty. So
22 there's some tactics being considered here.

23 And that's all -- that's all we're saying. We're
24 not saying that they made up the mold problem. Of course
25 there's a mold problem. But they made the best use of the

SCHUMACHER V. HOOVER

1. mold problem to achieve the result that the wanted which
2. was to buy a house in Wildwood. After they got here, they
3. decided that that's really where they wanted to live.

4. Ladies and gentlemen, this case is not about bad
5. people versus good people or anything like that. And it's
6. not -- it is about what is required under the law and
7. Judge Manning will tell you in just a moment what the law
8. is. And that law requires that a tenant that gives notice
9. of termination of a lease must give the landlord 14 days
10. to remedy the problem. They didn't. We ask, based upon
11. that, you bring back the verdict for the Plaintiff.

12. Thank you.

13. CHARGE BY THE COURT:

14. Now, Mr. Foreman and members of the jury, under
15. our Constitution and Code of Laws, you and I have separate
16. and distinct duties. Only you, the jury, can make the
17. findings of facts in this case and I am not permitted to
18. indicate to you how I may feel about the testimony or the
19. evidence presented and throughout the trial, I have
20. attempted to be fair and impartial towards both of the
21. parties involved.

22. Now, members of the jury, to determine the facts
23. of this case, you will have to evaluate the credibility,
24. which means the believability, of each witness. In
25. considering whether to believe a witness's testimony about

SCHUMACHER V. HOOVER

1 a particular matter, you may consider what was the manner
2 and appearance of the witness who testified. Was he or
3 she straightforward or hesitant in answering? Was the
4 testimony of a witness consistent or inconsistent? How
5 did a witness come to know the facts that he or she
6 testified to or what was his or her ability to know these
7 fact? Is there some reason a witness would want to give
8 testimony which would help or hurt one side or the other?
9 In other words, was a witness biased or prejudiced and was
10 the testimony of a witness strengthened or weakened by
11 other testimony or evidence?

12 Now, members of the jury, you can believe as much
13 or as little of each witness's testimony as you think
14 proper. You may believe the testimony of a single witness
15 against that of many witnesses or just the opposite. Of
16 course, members of the jury, you do not determine the
17 truth merely by counting the number of witnesses presented
18 by each side. Throughout this process you have but one
19 objective, that is to seek the truth regardless of the
20 source.

21 Now, the same Constitution and laws that
22 designate you the finders of the facts also make me the
23 instructor of the law. You must accept the law as I give
24 it to you. If I am wrong, there's another time and place
25 for that error to be corrected. In this case, you must

SCHUMACHER V. HOOVER

1 apply the law as I give it to you and this means you
2 should not be concerned with what you may think the law
3 should be, for that matter neither can I, but only what
4 the law is as I tell it to you.

5 Now, as I explained earlier, this is an action
6 for breach of contract, the breach of a lease or a verbal
7 agreement. In order for the Plaintiff to receive the
8 compensation sought, he must -- and when I say Plaintiff,
9 of course I mean Mr. Schumacher, he must prove his claim
10 by the greater weight or the preponderance of the
11 evidence.

12 And what we mean the greater weight of the
13 evidence can be illustrated by imagining a traditional set
14 of scales. When the case begins, the scales are even.
15 After all the evidence has been presented, if the scales
16 should remain even or if they should tip even slightly in
17 favor of the Defendant, then the Plaintiff would have
18 failed to meet his burden of proof and your verdict would
19 be for the Defendant. When I say Defendant, I mean Mr.
20 Hoover of course.

21 If, on the other hand, if the scales should tip
22 even slightly in favor of the Plaintiff, then he would
23 have met his burden of proof and your verdict would be for
24 the Plaintiff. Of course, there is no way to weigh the
25 evidence except through the exercise of your good

1 commonsense and judgment. It is entirely a mental
2 process. And the evidence to which you should give the
3 most weight is that which convinces you of its truth,
4 regardless of from whom or what source it comes.

5 I will now explain to you the law that applies to
6 this particular matter. And before that I will tell you
7 there are two types of evidence recognized by our laws,
8 members of the jury. Evidence may be either direct or
9 circumstantial. These two kinds of evidence apply to the
10 parties alike, the Plaintiff and the Defendant and both
11 are equally good in the law if they meet the test of the
12 law.

13 On a particular factual point you may have direct
14 evidence, circumstantial evidence or a combination of
15 these two kinds of evidence. Direct evidence means -- I'm
16 sorry, direct evidence proves a fact without an inference
17 that if true conclusively establishes that fact. Direct
18 evidence is testimony of a person who has perceived
19 certain facts by means of his senses and comes in to
20 testify what he perceived. If you, the jury, believes the
21 evidence to which he testified, the evidence will
22 conclusively establish a particular fact.

23 Circumstantial evidence proves a fact from which
24 an inference of the existence of another fact may be
25 drawn. An inference is a deduction of fact that may

1 logically and rationally be drawn from another fact or
2 group of facts. In other words, you may infer that a
3 particular event occurred based on proof of circumstances
4 warranting such an inference. The proof as to
5 circumstantial evidence is sufficient if shown by the
6 preponderance of the evidence or the greater weight of the
7 evidence.

8 The conclusions reached in your minds, the jury,
9 must be the most probable and reasonable one. In a civil
10 case such as this, every other -- every other reasonable
11 conclusion may not be excluded. If there are several
12 reasonable inferences that may be drawn from all the
13 circumstances of evidence, it is for you, the jury, to say
14 which is established by the greater weight of the
15 evidence. Facts in issue may be proved either by direct
16 evidence or by indirect evidence, otherwise called
17 circumstantial evidence. By direct evidence from
18 statements of persons who have received its existence by
19 means of their senses or the production of the thing
20 itself before the Court. By indirect evidence there has
21 been proof of some other fact or facts from which taken
22 either singularly or collectively the existence of the
23 particular fact in question may be inferred as a necessary
24 or probably consequence.

25 Circumstantial evidence is evidence which without

1 going directly to prove the existence of a fact gives rise
2 to a logical inference that such fact does exist. When
3 the requirements of the law as to circumstantial evidence
4 are present, circumstantial evidence is just as good as
5 direct evidence.

6 In this case we had -- certainly one expert was
7 qualified?

8 MR. BRADLEY: Yes, sir.

9 THE COURT: So it's the expert that testified
10 with Biotek or Mr. ...

11 MR. BRADLEY: Lee Capell.

12 THE COURT: Yeah. Regarding his testimony, I
13 need to tell you the following.

14 In considering the opinion of an expert witness
15 that has been admitted in this case, I instruct you as
16 follows.

17 You should consider the factual evidence first.

18 An expert may base his opinion upon the factual evidence

19 presented at trial or alternatively, the expert may base

20 the opinion upon facts and data not in evidence. You may

21 consider the expert opinion if you find that the testimony

22 is based upon facts which are reasonably relied upon by

23 experts in that particular field. You must consider

24 expert testimony in the same manner as you do any other

25 testimony and give it the weight to which you believe it's

1 entitled when considered with all the other evidence in
2 the case. Such testimony is given for the purpose of
3 helping you understand the evidence and not for the
4 purpose of controlling your judgment. The value of expert
5 testimony does not depend upon the skill and knowledge
6 professed by the expert but upon the skill and knowledge
7 he actually possesses. It is for you to judge whether he
8 possesses such knowledge.

9 In this regard, you may consider his training,
10 experience, ability to communicate his ideas to you, the
11 logic of his opinion, the factual support for his opinion
12 and all other factors that you would judge and weigh the
13 testimony of other witnesses. The value and effect of
14 expert testimony is a matter solely to be estimated by
15 you, the jury.

16 No mere opinion of an expert can be accepted as
17 in and of itself truthful or reliable. Such testimony
18 should be weighed by you and convince you of your judgment
19 by the preponderance or greater weight of the evidence and
20 with the same force and effect as any other fact proved in
21 this case before you can rely upon it as the basis of a
22 verdict.

23 You have heard the testimony of a witness who has
24 special knowledge, skill, expert -- experience, training
25 or education in a particular field mold remediation, would

SCHUMACHER V. HOOVER

1 that be it?

2 MR. BRADLEY: Yes, sir.

3 THE COURT: Okay. And who has given his opinion
4 as an expert as to matters in which he is skilled. In
5 determining the weight to be given such opinion, you
6 should consider the qualifications and credibility of the
7 expert and the reason given for his opinion. You are not
8 bound by such opinion. Give it the weight, if any, to
9 which you deem it is entitled.

10 Now, I might define certain things more than
11 once. It's not an effort to place emphasis on that. I
12 discussed this with the lawyers. One is breach of
13 contract, I'm going to tell you -- give you that
14 definition at least twice.

15 What is a breach of contract? The word breach as
16 it applies to contracts is defined as a failure without
17 legal excuse to perform any promise that forms a whole or
18 a part of a contract, including the refusal of a party to
19 recognize the existence of the contract or the doing of
20 something inconsistent with its existence. In other
21 words, a party breaches a contract when he does not
22 perform as he agreed to perform under the contract. A
23 breach occurs where one party to a contract fails to carry
24 out a term, promise or condition of the contract. The
25 Plaintiff is entitled to recover only if you find that he

1 has proved by the greater weight or the preponderance of
2 the evidence that the Defendant in fact breached the
3 contract between the two parties.

4 Now I'm going to charge you a lot of the Landlord
5 Tenant Act, okay. And I tell you -- well, first of all, I
6 go back to defining breach once again.

7 The word breach as it applies to contracts is
8 defined as the failure without legal excuse to perform any
9 promise which forms a whole or a part of a contract,
10 including the refusal of a party to recognize the
11 existence of the contract or the doing of something
12 inconsistent with its existence.

13 When performance of a duty under a contract is
14 due, any non-performance is a breach. In other words, a
15 party breaches a contract when he does not perform as he
16 agreed to perform under the contract.

17 A party's contractual duty is found in the
18 obligation assumed by the party to the contract. A
19 party's failure to comply with the contractual duty
20 constitutes a breach. Non-performance of a valid contract
21 is a breach thereof. A breach occurs when a party refuses
22 or neglects to perform some duty required by the terms of
23 the contract.

24 A breach of contract is an unjustified failure to
25 perform any promise, expressed or implied, that is part of

1 the contract when violation for non-fulfillment of the
2 obligations, a grievance of duties imposed by the contract
3 or the commission or omission of some act that violates
4 the express or implied undertakings contained in the
5 contract.

6 A breach may occur when one party, without legal
7 excuse, fails to perform any promise that is all or part
8 of the contract or knowingly prevents, hinders or makes
9 more costly the other party's performance or, in advance
10 of the due date of his performance, repudiates his promise
11 to perform, that is repudiates or renounces the contract.

12 The Plaintiff is entitled to recover only if you
13 find that he has proved by the preponderance of the
14 evidence that the Defendant did in fact breach the
15 contract between the two parties.

16 Now, determining whether a failure to render or
17 to offer performances is material, the following
18 circumstances are significant: (a) the extent to which
19 the injured party will be deprived of the benefit which he
20 reasonably expected; (b) the extent to which the injured
21 party may be adequately compensated for the part of that
22 benefit of which he will be deprived; (c) the extent to
23 which the party failing to perform or to offer to perform
24 will suffer for forfeiture; and, (d) the -- the likelihood
25 that the party failing to perform or to offer to perform

1 will cure his failure, taking account of all the
2 circumstances including any reasonable assurances; and,
3 (e) the extent to which the behavior of the party failing
4 to perform or to offer to perform comports with standards
5 of good faith and fair dealing.

6 I charge you, members of the jury, in South
7 Caroling every contract written or otherwise is subject to
8 all of the state laws that can be applied to the matter.
9 In other words, the law becomes a part of every contract
10 whether the contract states so or not.

11 Contracting parties are presumed to contract in
12 reference to the existing law and indeed they are presumed
13 to have in mind all the existing laws relatinf to the
14 contract or to the subject matter thereof. All existing
15 applicable, relevant and valid statutes, ordinances and
16 regulations and civil law at the time of the contract is
17 made, is made part of it and must be read into it just as
18 if an expressed provision to that effect were inserted
19 therein.

20 The laws which exist at the time and the place of
21 making of a contract and at the place where it is to be
22 performed, affects its validity, construction, operation,
23 affect the obligation and performance and enforcement at
24 discharge, enter into and form a part of it as if they
25 were expressly referred to or incorporated in its terms.

SCHUMACHER V. HOOVER

1 However, the parties may indicate an intention to be bound
2 by future as opposed to existing laws.

3 Members of jury, I further charge a landlord
4 shall: (1) comply with the requirements of applicable
5 building and housing codes materially affecting health and
6 safety; and, (2) make all repairs and do whatever is
7 reasonably necessary to put and keep the premises in a fit
8 and habitable condition.

9 ~~Members of the jury, if there is a material non-~~
10 ~~compliance by the landlord with the rental agreement or a~~
11 ~~non-compliance with Code Section 27-40-440 materially~~
12 ~~affecting health and safety or the physical condition of~~
13 ~~the property, the tenant may deliver a written notice to~~
14 ~~the landlord specifying the acts or omissions constituting~~
15 ~~a breach and that the rental agreement will terminate upon~~
16 ~~a due date not less than 14 days after receipt of the~~
17 ~~notice if the breach is not remedied within 14 days. The~~
18 ~~rental agreement shall terminate as provided in the notice~~
19 ~~except that, (1) the rental agreement shall not terminate~~
20 ~~by reason of the breach if the breach is remedied by~~
21 ~~repairs or otherwise and the landlord adequately remedies~~
22 ~~the breach before the date specified in the notice or if~~
23 ~~such remedy for a breach not affecting health and safety~~
24 ~~cannot be remedied within 14 days but is commenced within~~
25 ~~a 14 day period and is pursued in good faith to completion~~

SCHUMACHER V. HOOVER

1 within a reasonable time. The tenant may not terminate
2 for a condition caused by the deliberate or negligent act
3 or omissions of the tenant or a member of the tenant's
4 family.

5 If the rental agreement is terminated, the
6 landlord has the right to possess and -- if the rental
7 agreement is terminated the landlord has the right to
8 possession and for rent and a separate claim for actual
9 damages for breach of the rental agreement.

10 I charge you that every duty imposed by the South
11 Carolina Residential Landlord Tenant Act and every act
12 which must be performed as a condition precedent to the
13 exercise of a right or remedy under the act imposes an
14 obligation of good faith in its performance or
15 enforcement.

16 I charge you further, members of the jury, that
17 the tenant shall comply with all obligations primarily
18 imposed by tenants by applicable provisions of building
19 and housing codes materially affecting health and safety,
20 keep the dwelling unit and part of the premise that he
21 uses reasonably safe and reasonably clean and use in a
22 reasonable manner all electrical, plumbing, sanitary,
23 heating, ventilation, air conditioning and other
24 facilities in the premises.

25 I further charge you a landlord has an absolute

SCHUMACHER V. HOOVER

1 duty to fix problems materially affecting health and
2 safety.

3 Members of the jury, a landlord who employs an
4 independent contractor to perform a duty which the
5 landlord owes to his tenant to maintain the leased
6 property is responsible for what the independent
7 contractor does or fails to do.

8 Members of the jury, upon termination of the
9 tenancy, the property or money held by the landlord in
10 security must be returned, less amount withheld by the
11 landlord for accrued rent and damages that the landlord
12 has suffered by reason of the tenant's non-compliance with
13 Section 27-40-510. Any deduction from the security rental
14 deposit must be itemized by the landlord in a written
15 notice to the tenant together with the amount due, if any,
16 within 30 days after termination of the tenancy -- tenancy
17 and delivery of possession and demand by tenant, whichever
18 is later. The tenant shall provide the landlord in
19 writing with a forwarding address or a new address to
20 which the written notice and amount due from the landlord
21 may be sent. If the tenant fails to provide the landlord
22 with forwarding or new address, the tenant is not entitled
23 to damages on this sub-section provided the landlord; (1)
24 had no notice of the tenant's whereabouts; and, (2) mail
25 the written notice and amount due, if any, to tenant's

SCHUMACHER V. HOOVER

1 last known address.

2 Now, members of the jury, there's something we
3 call contract law, mitigation of damages. I need to tell
4 you about that briefly.

5 If you find from the preponderance of evidence
6 that a contract existed between the Plaintiff and the
7 Defendant and that the Defendant breached that contract,
8 then you must decide whether the Plaintiff took reasonable
9 actions to reduce or minimize any damages it may have
10 incurred. A party suffering damages has a duty to
11 exercise reasonable care and diligence to minimize his
12 damages. No recovery may be had for losses that a person
13 might have prevented by reasonable efforts and
14 expenditure.

15 Now, members of the jury, in this case the
16 Hoovers have made a counterclaim. They say, you owe us
17 our security deposit and we want it back, okay. So
18 they're saying to you -- and they have -- the burden on
19 them is to prove to you by a greater weight or the
20 preponderance of the evidence that they're entitled to
21 their security deposit back, okay. So you've got -- Mr.
22 Schumacher has got to prove that they breached the
23 contract, okay, left without just cause or excuse. He's
24 got to prove that by the greater weight or preponderance
25 of the evidence. You've got the Hoovers who've got to

SCHUMACHER V. HOOVER

1 prove to you by the greater weight or preponderance of the
2 evidence, no, we didn't do anything wrong. You owe us
3 that money, we want it back, okay.

4 And so, there's actually technically three types
5 of verdicts you can render but basically it boils down to
6 who's right and who's wrong and what's been proved to you
7 by the greater weight or the preponderance of the evidence
8 based on the law of contracts, breach of contracts I just
9 told you all about.

10 But I've prepared what we call a verdict form.

11 And first of all, before I get to that, a verdict in this
12 case cannot be based on passion, sympathy or emotion,
13 something not found in the evidence. You have to base
14 your decision on what you heard from the witness stand,
15 the exhibits that have been presented to you, the
16 arguments of the lawyers and the law, nothing outside of
17 the courtroom, okay.

18 So, I've prepared what we commonly refer to as a
19 verdict form. It says, State of South Carolina, County of
20 Richland, Kevin Schumacher, Plaintiff versus Lance Hoover,
21 Defendant, In the Court of Common Pleas for the Fifth
22 Judicial Circuit, Verdict Form. And there's three
23 possible verdicts.

24 Number one, and is has no special order, I have
25 to put one before the other as y'all can imagine.

1 But number one says: We, the jury, find for the
2 Plaintiff in the amount of blank, blank actual damages.
3 If you believe that Mr. Schumacher has proved to you by
4 the greater weight or preponderance of the evidence that
5 the Hoovers breached the contract and he's entitled to
6 some monetary damages as the evidence may prove to you,
7 you write that amount above the line that says actual
8 damages, put the dollar figure along the dollar sign.

9 Or: We, the jury, find for the Defendant on his
10 counterclaim. That is, if Mr. Hoover has proved to you
11 that he didn't do anything wrong and he's entitled to his
12 security deposit back, you check number two.

13 Or then a third possible verdict in this case.
14 We, the jury, find for neither party, okay.

15 So three possible verdicts, for the Plaintiff,
16 for the Defendant Mr. Hoover or for neither party. Y'all
17 understand that. And that means that if for some reason
18 you believe that Mr. Hoover has not proven by the greater
19 weight or preponderance of the evidence, he didn't do
20 anything wrong, he's not entitled to his money back, you
21 vote for the Plaintiff or vice versa or for neither party.
22 That makes sense. I can see you all understand.

23 And what I need for you to do now is just go back
24 to the jury room. Don't talk about this case. The time
25 to do so is when we collect all the exhibits that have

SCHUMACHER V. HOOVER

1 been introduced into evidence. The Bailiff will come to
2 the jury room, will hand you this verdict form along with
3 all the exhibits. That will be your signal to begin your
4 deliberations.

5 Now, after you have reached a verdict, Mr.

6 Foreman, you need to knock on the door, let us know that
7 you have done so. We will be happy to receive it.

8 So for right now, go back to you jury room, don't
9 talk about this case until I give you the signal to do so.

10 Thank you all so very much.

11 (The jury retires from the courtroom at

12 approximately 1:15 p.m.)

13 THE COURT: All right. Any exceptions or
14 additions from the Plaintiff?

15 MR. SHEALY: No, Your Honor.

16 THE COURT: Mr. Bradley.

17 MR. BRADLEY: No, sir, Judge.

18 THE COURT: I just reminded my law clerk, remind
19 me never to voluntarily give Judge Anderson's charges
20 anymore. They're always too long.

21 MR. SHEALY: They are.

22 THE COURT: I tell you, Ervin's charges take from
23 Judge -- the guy from Darlington -- the Chief Justice, Lee
24 Chandler. Lee Chandler had the best charge -- trust me,
25 in the history of the state. Ervin took most of his from

SCHUMACHER V. HOOVER

1 Lee Chandler's, very simple. Ralph King, you know how
2 provost he is. So if you cut off half of what Ralph
3 King's, you've got about what you would have.

4 Y'all need to double check -- and that's just an
5 aside. Y'all need to double check all of the exhibits,
6 make sure what's in is in, what's not is not. And, Mr.
7 Schumacher and the Hoovers, I tell you this. It ain't
8 easy trying these kind of cases. And I was born and
9 raised in Dillon County. Back home in Dillon we've got a
10 saying that goes, you never know what a jury is going to
11 do or who a widow will marry. So I don't know what's
12 going to happen but I wish you all the very best. This is
13 how we resolve disputes in this county.

14 So I wish you all the very best regardless of
15 what happens when the jury comes back.

16 (The Exhibits and Verdict Forms were delivered to
17 the jury to begin deliberations at approximately 1:23
18 p.m.)

19 (The Court was in recess awaiting a verdict.)

20 THE COURT: I've got a question, I'm copying to
21 both of you. It's concerning -- they want to hear the law
22 again about returning the security deposit.

23 So here it is for the record. We would like to
24 hear once more about what the law says concerning return
25 of the security deposit. That's should be Section 24-40-

SCHUMACHER V. HOOVER

1 410 sub-section (a), that's the only thing I read about.

2 MR. BRADLEY: Yes, sir.

3 THE COURT: We all agree with that?

4 MR. SHEALY: That's correct.

5 THE COURT: It should only take two minutes.

6 All right bring them in.

7 (The jury returned to the courtroom at
8 approximately 2:43 p.m.)

9 BAILIFF: The jury's seated, Your Honor.

10 THE COURT: Thank you, sir. Welcome back, Mr.

11 Foreman and members of the jury. Let me read this note to
12 you and make we're all on the same page.

13 It says, we would like to hear once more about
14 what the law says concerning the return of the security
15 deposit. That's what you want to hear? It's like
16 basically one paragraph.

17 JURORS: (Affirmative response.)

18 THE COURT: All right.

19 Upon termination of the tenancy, property or
20 money held by the landlord as security must be returned
21 less amounts withheld by landlord for accrued rents and
22 damages which the landlord has suffered by reason of the
23 tenant's non-compliance with Section 27-40-510. Any
24 deductions from the security rental deposit must be
25 itemized by the landlord in a written notice to the

1 tenants together with the amount due, if any, within 30
2 days after termination of the tenancy and delivery of
3 possession and demand by tenant, whichever is later. The
4 tenant shall provide the landlord in writing with a
5 forwarding address or a new address to which the written
6 notice and amount due from the landlord may be sent. If
7 the tenant fails to provide the landlord with forwarding
8 or new address, the tenant is not entitled to damages on
9 this sub-section provided the landlord; (1) had no notice
10 of the tenant's whereabouts; and, (2) mail the written
11 notice and amount due, if any, to tenant's last known
12 address.

13 Is that what y'all wanted to hear?

14 JURORS: (Affirmative response.)

15 THE COURT: Anything additional?

16 JURORS: (Negative response.)

17 THE COURT: All right. Go back to your jury room
18 and don't resume deliberations until I have a brief
19 discussion with the lawyers.

20 Thank you all.

21 (The jury retires from the courtroom at
22 approximately 2:45 p.m.)

23 THE COURT: All right, any exceptions or
24 additions, Mr. Shealy or Mr. Bradley?

25 MR. SHEALY: No, Your Honor.

SCHUMACHER V. HOOVER

1 MR. BRADLEY: No, sir.

2 THE COURT: Okay. Tell them to resume their
3 deliberations.

4 (The Court was in recess awaiting a verdict.)

5 THE COURT: We all ready? Bring the jury.

6 (The jury returned to the courtroom at
7 approximately 3:20 p.m.)

8 BAILIFF: Jury's seated, Your Honor.

9 THE COURT: All right, Jim.

10 THE CLERK: Yes, Your Honor. Mr. Foreman, if the
11 jury has reached a verdict, would you hand it to me,
12 please?

13 FOREMAN: Yes, sir.

14 THE CLERK: Thank you.

15 THE COURT: All right. You may publish it.

16 VERDICT OF THE JURY:

17 THE CLERK: Yes, sir.

18 The State of South Carolina in the County of
19 Richland, in the Court of Common Pleas, case number 2010-
20 CP-40-6486, Kevin Schumacher, Plaintiff versus Lance
21 Hoover, Defendant.

22 The verdict is: We, the jury, find for the
23 Defendant on his counterclaim, signed Aaron Abreu, on this
24 5th day of January, 2012.

25 Mr. Foreman, is this your verdict and the verdict

SCHUMACHER V. HOOVER

1 of the entire jury?

2 FOREMAN: Yes, sir, it is.

3 THE CLERK: Thank you, sir.

4 THE COURT: All right. Anything further with the
5 jury on behalf of the Plaintiff?

6 MR. SHEALY: No, Your Honor.

7 THE COURT: The Defendant?

8 MR. BRADLEY: No, Judge, thank you.

9 THE COURT: All right. Mr. Foreman and members
10 of the jury, I take this opportunity to thank each and
11 every one of you for fulfilling your patriotic obligation
12 to serve as jurors here. You know a government of the
13 people, by the people and for the people cannot exist
14 without the people, that means the participation of you
15 all in this process. I want to thank you on behalf of
16 everybody involved.

17 If -- I think you will be able to leave now, Jim,
18 they can go home?

19 THE CLERK: Yes, sir. If you will give me a few
20 minutes.

21 THE COURT: Okay, in few minutes. As result of
22 your service on this particular jury, you won't be
23 required to serve again for at least three years but if
24 ever receive an invitation to come back and serve your
25 country in this capacity, I hope you will accept that

SCHUMACHER V. HOOVER

1 invitation. And I hope that somehow, someday, somewhere
2 along the way at sometime in the future we may meet again.
3 If we do, I don't know, like at Publix or at Wal-Mart or
4 somewhere, don't stop and say hello, just keep on going
5 and leave me alone.

6 (Laughter.)

7 THE COURT: No. I really do thank you on behalf
8 of everybody involved. If I should see any of you all
9 along the way, please say hello and I will be happy to
10 reminisce about the time we shared together in this case.

11 I'm going to ask you to go to the jury room. Mr.
12 Truett has some information to give you ---

13 THE CLERK: Yes, sir.

14 THE COURT: --- will let you know that you were
15 in fact here this week. That might be important to some
16 of your spouses or significant others.

17 So thank you all so very much.

18 THE CLERK: And, Your Honor, will it be all right
19 to get the foreperson to date it 2012, he's got 2011?

20 THE COURT: Where are you originally from, Mr.
21 Foreman?

22 FOREMAN: Sir?

23 THE COURT: Where are you originally from,
24 Swansea, you said?

25 FOREMAN: Gaston.

SCHUMACHER V. HOOVER

1 THE COURT: Was it Gaston?

2 FOREMAN: I object ---

3 (Laughter.)

4 THE COURT: Aren't you from Gaston?

5 FOREMAN: Yep.

6 THE COURT: Well that explains it. Just a little
7 small matter.

8 THE CLERK: Thank you.

9 THE COURT: But anyway, thank you all so very
10 much, once again. Jim's going to give you this information
11 that you need and I hope you all have a pleasant weekend.
12 And I extend my sincere condolences to all you three
13 Clemson fans.

14 Thank you all so very much.

15 (The jury retires from the courtroom at
16 approximately 3:25 p.m.)

17 THE COURT: Now, Mr. Shealy and Mr. Bradley, what
18 I'm inclined to do -- I don't necessarily need to hear
19 motions today. I'll give you 10 days, think about it for
20 10 days, and after the expiration of 10 days if no
21 motions, we'll settle the matters about attorney's fees
22 and all the other stuff.

23 So I invite you, Mr. Bradley, under the
24 circumstances to prepare whatever you need to. In the
25 meantime, Mr. Shealy, we'll all gather again -- let's let

SCHUMACHER V. HOOVER

1 10 days go by first, Mr. Shealy, to think about anything
2 you need to do or want to do and then we'll reconvene
3 about attorney's fees and any other matter -- ancillary
4 matters that accompany this case.

5 Good luck to all the parties. Thank you all so
6 very much.

7 (Whereupon, Court's Exhibit Number 1, Juror Note,
8 was marked for identification during the trial.)

9 (Whereupon, Court's Exhibit Number 2, Kilbourne
10 Expenses, was marked for identification during

11 (Whereupon, Court's Exhibit Number 3, Note, was
12 marked for identification during the trial.)

13 (Whereupon, Court's Exhibit Number 4, Juror Note,
14 was marked for identification during the trial.)

15 ----- END OF TRANSCRIPT OF RECORD -----
16
17
18
19
20
21
22
23
24
25

1 CERTIFICATE OF REPORTER

2

3 STATE OF SOUTH CAROLINA)

4 COUNTY OF RICHLAND)

5

6 I, Crystal Holmes, Official Court Reporter for the

7 Fifth Judicial Circuit of the State of South Carolina,

8 do hereby certify that the foregoing is a true,

9 accurate and complete Transcript of Record of the

10 proceedings had and evidence introduced in the hearing

11 of the captioned case, relative to appeal, in the Court

12 of Common Pleas for Richland County, South Carolina, on

13 the 3rd, 4th and 5th days of January, 2012.

14 I do further certify that I am neither of kin,

15 counsel nor interest to any party hereto.

16

17 November 7, 2012

18

19

20

21

22

23

24

25

Crystal Holmes, Court Reporter

SCHUMACHER V. HOOVER

RESIDENTIAL LEASE WITH OPTION TO PURCHASE

THIS AGREEMENT made and entered into this 30th day of April, 2010 by and between Kevin Schumacher hereinafter called Lessor and Lance Hoover hereinafter called Lessee; The Lessor, for and in consideration of the sum of this lease dollars in hand paid by the Lessee, receipt of which is hereby acknowledged, hereby leases to the Lessee, his heirs or assigns, the premises situated in the City of Columbia County of Kirkland State of South Carolina legally described as Lot 8 Kilbourne Park Phase 2A, C-103, 2-3155 Columbia, SC 29205 and consisting of a tract of land 85 x 194.7 x 200 x 200 (If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterward.) (Current address: 4100 Kilbourne Rd Columbia SC 29205) and consisting of tax map 17905-B-11 upon the following TERMS AND CONDITIONS:

1. PERSONAL PROPERTY: Said lease shall include the following personal property: Window Treatment + Refrigerator

2. TERM: The term hereof shall commence on June 15, 2010 and continue for a period of twelve months thereafter.

3. RENT: Rent shall be Twenty five hundred dollars per month, payable in advance, upon the first day of each calendar month to Lessor or his authorized agent at the following address:

Numbered check plus interest at 8 % per annum on the delinquent amount.

4. UTILITIES: Lessee shall be responsible for the payment of all utilities and services, except Lessee shall pay all utilities which shall be payable Lessor.

5. USE: The premises shall be used as a residence and for no other purpose, without the prior written consent of the Lessor.

6. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Lessee agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas.

7. ASSIGNMENT AND SUBLETTING: Lessee may assign this agreement or sublet any portion of the premises without prior written consent of the Lessor.

8. MAINTENANCE, REPAIRS OR ALTERATIONS: Lessee shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by his equipment and that of his family or invitees or guests. Lessee shall keep and maintain any surrounding grounds, including lawn and landscaping, and keep the same clear of rubbish and weeds, if such grounds are a part of the premises and are exclusively for the use of the Lessee.

9. ENTRY AND INSPECTION: Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or for making necessary repairs.

10. POSSESSION: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered within thirty days of the commencement of the term hereof.

11. SECURITY: The security deposit of Twenty five hundred shall secure the performance of the Lessor's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee.

12. DEPOSIT FUNDS: Any reasonable deposits shall be refunded within fifteen days from date possession is delivered to Lessor or his Authorized Agent.

13. ATTORNEY FEES: The prevailing party shall be entitled to all costs incurred in connection with any legal action brought by either party to enforce the terms hereof or relating to the demised premises, including reasonable attorney fees.

14. NOTICES: Any notice which either party may or is required to give may be given by making the same, postage prepaid, to Lessee or to Lessor at the addresses shown below or at such other places as may be designated by the parties from time to time.

15. HEIRS, ASSIGNS, SUCCESSORS: This lease and option shall include and inure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

16. TIME: Time is of the essence of this agreement. This offer shall terminate if not accepted before May 4, 2010.

17. HOLDING OVER: Any holding over after expiration of the term of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

18. DEFAULT: If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessee may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Lessee reasonably believes that such abandoned property has no value, it may be discarded.

Lance Hoover 430-10
Lessee Date

PB Ba



19. OPTION: Lessee shall have the option to purchase the leased premises described herein on the following **TERMS and CONDITIONS:**

a.) The total purchase price shall be \$ 420,000 *Four Hundred Twenty Thousand Dollars*

b.) The purchase price shall be paid as follows:

20. ENCUMBRANCES: Lessee shall take title to the property subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, easements, rights, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

21. EXAMINATION OF TITLE: Within (15) days from date of exercise of this option and allowed the Lessee to examine the title to the property and to report in writing any valid objections (hereon). Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing within said 15 days. If Lessee objects to any exceptions to the title, Lessor shall use all due diligence to remove such exceptions at his own expense within 60 days thereafter. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations hereunder may, at the election of the Lessee, terminate and end, unless he elects to purchase the property subject to such exceptions.

22. EVIDENCE OF TITLE: Lessor shall provide evidence of Title in the form of a policy of title insurance at Lessor's expense.

23. BILL OF SALE: The personal property identified in paragraph ONE and is conveyed by bill of sale.

24. CLOSING: Closing shall be within 45 days from exercise of the option unless otherwise extended by other terms of this agreement.

25. PRORATIONS: Tax and insurance escrow account, if any, to be transferred to Lessee with no proration. Interest and other expenses of the property to be prorated as of the date of closing. Unpaid real estate taxes, security deposits, advance rentals or considerations benefiting future lease credits shall be credited to Lessee.

26. EXPIRATION OF OPTION: This option may be exercised at any time prior to its expiration at midnight December 31, 2010. Upon expiration, Lessor shall be released from all obligations hereunder and all of Lessor's rights hereunder, legal or equitable, shall cease.

27. EXERCISE OF OPTION: The option shall be exercised by mailing or delivering written notice to the Lessor prior to the expiration of this option. Notice, if mailed, shall be by certified mail, postage prepaid, to the Lessor at the address set forth below, and shall be deemed to have been given upon the day shown on the postmark of the envelope in which such notice is mailed. In the event this option is exercised, any payment from the sum paid hereunder prior to the exercise of the option shall be credited upon the purchase price.

28. RIGHT TO SELL: Lessor warrants to Lessee that Lessor is the legal owner of the leased premises and has the legal right to sell leased premises under the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

X [Signature]
LESSOR

420,000
Lessor

LESSOR

LESSEE

LESSEE

ADDRESS

ADDRESS

Print

Page 1 of 1

From: Dr. Lance R. Hoover, MD (laughNgas@sc.rr.com)
To: toddbeckstrom@bellsouth.net;
Date: Fri, September 3, 2010 12:35:17 PM
Cc:
Subject: Fw: Inspection report



Todd,

Here is the result of the inspection which shows contamination of the upstairs air with aspergillus. We wish to end this lease due to health concerns and the land lords unwillingness to perform the repairs according to acceptable safe standards. Regardless of who performed the remediation of the mold a third party inspector is a must to ensure that the air quality is safe and free of spores.

The home which we are interested in and is currently vacant is 324 Running Fox Road. We wish to set up a time to see the inside of this home.

The safety of my family is paramount and I need to get my family into a safe living environment as soon as possible. The Running Fox address would accomplish this goal.

Sincerely,

Lance R. Hoover, MD

— Original Message —

From: Ancel Hamilton
To: laughngas@sc.rr.com
Sent: Thursday, September 02, 2010 1:23 PM
Subject: Inspection report

I have attached a copy of my inspection report and recommendations and a copy of the laboratory analysis of the samples that I took during the inspection. I have not sent this to anyone other than you at this point, so please forward to others as needed or let me know and I will send it to them.

I suggest that you review this before sending it to others and let me know if it covers everything that you want to have covered.

Please call me at any time with questions.

Best regards,

BioTek Environmental, Inc.
Ancel Hamilton
President
100 Ashland Park Lane
Suite B
Columbia, SC 29210
Office 803-750-3994
Cell 803-413-5729
Fax 803-750-3991
www.biotekenvironmental.com

From: Dr. Lance R. Hoover, MD (laughNgas@sc.rr.com)
To: toddbeckstrom@bellsouth.net;
Date: Wed, August 25, 2010 6:55:57 PM
Cc:
Subject: Re: Wildewood Homes



Todd,

I agree we need to work out the lease first. I am sure something like this takes time. I will inform Monica to be patient. There may come a point that we have to just settle for staying in the home, but I want to ensure that the mold situation is under control. I do not want the tactics to get too nasty. It appears that the situation is not as amenable as we once thought.

Lance

— Original Message —

From: toddbeckstrom
To: Monica Hoover
Cc: Lance Hoover
Sent: Wednesday, August 25, 2010 4:11 PM
Subject: Re: Wildewood Homes

Schedule is packed on Thursday. I can set it up for Friday, but don't we want to wait until we work out the lease first?

Todd

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

From: Monica Hoover <wildcats.roar@gmail.com>
To: Todd Beckstrom <toddbeckstrom@bellsouth.net>
Sent: Wed, August 25, 2010 5:04:46 PM
Subject: Wildewood Homes

Todd,

Lance is off tomorrow (Thurs) and Friday. We would like to make an appointment to view:

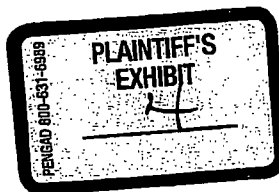
216 Cricket Hill
321 Aiken Hunt Circle
408 Oak Brook Drive

Anytime between 9a-2p would work either day.

Thank you,

Print

From: Monica Hoover (wildcats.roar@gmail.com)
To: toddbeckstrom@bellsouth.net;
Date: Sun, September 5, 2010 9:32:02 AM
Cc:
Subject: Move out/appts



Page 1 of 1

Todd,

I know that the homes at both 324 Running Fox & 408 Oak Brook are vacant. Are there any other homes in the Wildewood area within range that are also vacant.

We would like to make a decision on a house at the beginning of this week. I would like to move ASAP.

My youngest daughter has been sick with a cold and runny nose for the past week. I have also been a bit under the weather with the same symptoms. We spent the weekend in Augusta with friends and within the first few hours Mariah's runny "green" nose was 100% better. My "sinus headache" also subsided within the first day.

While I am not certain the mold is the root cause, I do not want to keep my children in that house one day longer than I absolutely have to. All of our bedrooms are upstairs in the area closest to the mold.

We would like to see Running Fox & Oak Brook as soon as our schedule permits. Lance is out of town til Monday afternoon.

Thank you,
Monica

Print

Page 1 of 2

From: toddbeckstrom (toddbeckstrom@bellsouth.net)
To: palmettoparrot@yahoo.com;
Date: Fri, September 3, 2010 3:43:13 PM
Cc: laughngas@sc.rr.com; tbishop@rressc.com;
Subject: Mold Inspection report



Kevin,

Attached is the report by Biotek. Based on this report, my client is giving notice that they are effectively terminating the lease at the end of September with a full return of their security deposit. The health of their children is of major concern. They truly regret having to take this course as they will incur many expenses in moving again. They have had an attorney review all the documents and do not wish for a fight, but are prepared for one if necessary. The safety of their family is again their main focus.

Respectfully,

Todd Beckstrom

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

----- Forwarded Message -----

From: Ancel Hamilton <ancel@biotekenvironmental.com>
To: toddbeckstrom@bellsouth.net
Sent: Fri, September 3, 2010 3:17:55 PM
Subject: FW: Inspection report

Todd,
I have attached all of the reports for the Hoover home.

The mold that is present on the ceiling has aerosolized, meaning that there is a relatively significant amount in the air. If, when the mold is removed and the walls are torn out, there is inadequate or poorly implemented containment, this will become significantly worse.

You will also note in our proposal that I put \$500 for an independent third party to conduct clearance testing when the job is complete. In other words, I don't want to check my own homework and believe that independent validation of the job is a critical need. Any reputable remediator will be happy to contractually agree to pass such a clearance testing process.

Please call me with questions.

Best regards,

BioTek Environmental, Inc.
Ancel Hamilton
President
100 Ashland Park Lane

Print

Page 2 of 2

Suite B
Columbia, SC 29210
Office 803-750-3994
Cell 803-413-5729
Fax 803-750-3991

www.biotekenvironmental.com

From: Ancel Hamilton [mailto:ancel@biotekenvironmental.com]
Sent: Thursday, September 02, 2010 2:23 PM
To: 'laughngas@sc.rr.com'
Subject: Inspection report

I have attached a copy of my inspection report and recommendations and a copy of the laboratory analysis of the samples that I took during the inspection. I have not sent this to anyone other than you at this point, so please forward to others as needed or let me know and I will send it to them.

I suggest that you review this before sending it to others and let me know if it covers everything that you want to have covered.

Please call me at any time with questions.

Best regards,

BioTek Environmental, Inc.
Ancel Hamilton
President
100 Ashland Park Lane
Suite B
Columbia, SC 29210
Office 803-750-3994
Cell 803-413-5729
Fax 803-750-3991
www.biotekenvironmental.com

Print

Page 1 of 3

From: toddbeckstrom (toddbeckstrom@bellsouth.net)
To: tbishop@rressc.com;
Date: Tue, August 24, 2010 5:31:33 PM
Cc:
Subject: Re: 4120 Kilbourne



Terry,

Pursuant to our conversation earlier today, I will advise my clients to get a professional mold inspection. Should the inspector find hazardous mold, your client will be responsible for paying for the inspection and the cost of treating the home. Monica emailed me photos late this afternoon of what appears to be black mold in the home. This can be a serious health issue and warrants addressing by the seller.

Todd

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

From: Terry Bishop <tbishop@rressc.com>
To: toddbeckstrom@bellsouth.net
Sent: Tue, August 24, 2010 12:17:52 PM
Subject: FW: 4120 Kilbourne

Hey Todd:

Please see the response from our client below. If acceptable with your client, we'd like to put the sign back up & have showing instructions in MLS with the Hoovers best # to reach them to schedule showings.

Let us know if this is acceptable to them.

Thanks, Terry

Terry Bishop Team, Re/Max
(803) 665-1442 Terry's Cell
(803) 665-1580 Becky's Cell
(803) 744-3797 Fax
www.TerryBishopTeam.com

From: kevin [mailto:kevin@eatmoretees.com]

491

<http://us.mg204.mail.yahoo.com/dc/launch?partner=sbc&gx=1&.rand=70nlalvdcqk0v>

9/16/2010

Sent: Tue 8/24/2010 10:59 AM
To: Terry Bishop
Subject: RE: 4120 Kilbourne

I am not interested in letting them out of the lease. We are entering the slowest sales season and would not expect any activity. In addition, I have already spent the equivalent of one month's rent to make the house livable for them. They are nice but a deal is a deal. I have done everything in my power to make this house acceptable to them. I have responded quickly to all of their concerns.

If they allow us to show the property, I will allow them to break the lease if the property closes. It will be in their best interest to present the property well so someone buys the house, allowing the Hoovers to move elsewhere.
Kevin

From: Terry Bishop [mailto:tbishop@ressc.com]
Sent: Monday, August 23, 2010 8:36 PM
To: vdaguise@yahoo.com
Cc: kevin@eatmoretees.com
Subject: 4120 Kilbourne

Hi Ginie & Kevin:

Below is a request from the renters agent (similar to your discussion with the renter).

We will stand behind whatever decision you make and will proceed accordingly. If you'd like to discuss with me, please call at your convenience.

Hope all is well with you,
Terry

Terry Bishop Team, Re/Max
(803) 665-1442 Terry's Cell
(803) 665-1580 Becky's Cell
(803) 744-3797 Fax
www.TerryBishopTeam.com

From: toddbeckstrom [mailto:toddbeckstrom@bellsouth.net]
Sent: Mon 8/23/2010 2:15 PM
To: Terry Bishop
Cc: Terry Bishop
Subject: 4120 Kilbourne

Terry,

My clients are not going to purchase the Kilbourne home and want to concentrate on the Wildewood area. They would be willing to allow your seller to list and show the home by appointment, in return for the ability to break the lease with 60 day notice. I really think that this is fair for both parties. They have spoken to the owner about it already. Would you please forward this to him for his consideration.

Thanks,

Todd Beckstrom

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3091 - Release Date: 08/24/10 02:34:00



From: Derek Tucker [mailto:DrTucker@Moldsolutionsinc.net]
Sent: Tuesday, October 19, 2010 4:34 PM
To: kevin@eatmoretees.com
Cc: ltucker@moldsolutionsinc.net
Subject: 4120 Kilbourne Road, Columbia, SC 29206

Mold Solutions Inc

Hello Kevin,

Attached is the clearance letter and mold screening report. The remediation was successful. The final attachment is the invoice. Should you have any questions, my contact information follows.

Best regards,

Derek Tucker
CMI, CMR, CBA, WRT
(803)996-0116
(866)400-9568 (Toll free)
(803)269-6314 (Cell)
(803)996-0264 (Fax)
drtucker@moldsolutionsinc.net

No virus found in this incoming message.
Checked by AVG - www.avg.com
Version: 9.0.862 / Virus Database: 271.1.1/3206 - Release Date: 10/19/10 02:34:00

Absolute Air Care
1633 Heyward Street
Columbia S.C. 29205
803-429-4067
www.ahackney@sc.rr.com

October 14, 2010

Mr. Kevin Schumacher

RE: Mold Screening Report
4120 Kilbourne Road
Columbia, SC 29206

Dear Mr. Schumacher

I am enclosing the mold screening reports on your property at 4120 Kilbourne Road, Columbia, SC 29206. These results are provided by EnviroScreening Lab. in Largo Florida, an independent 3rd party laboratory.

The post screening report was conducted on 10/8/10 and reported on 10/14/10. We conclude the microbial contamination is well below the normal or expected levels of contamination.

Please call if you would like a detailed explanation of the lab report.

Absolute Air Care will be forwarding to you a documentation package consisting of the Mold Screening Reports and an Acceptable Range Graph.

Sincerely,
Andrew Hackney
Certified Mold Inspector

REPORT NUMBER: 8002071

REPORT DATE: 10-14-2010

Date Received: 10-10-2010

Date Processed: 10-14-2010

CLIENT NAME: Kevin

Project Address: 4120 Kilborne Rd

City, State, Zip: Cola, SC 29206

Telephone:

eMail: abackney@sc.rr.com

Lab Technician: Glenn Moore

Lab Technician ID: SU30654

PROFESSIONAL: Andrew Hackney

Pro ID: 01102

Street Address: 1633 Heyward Street

City, State, Zip: Columbia SC 29205

eMail Address: evileye.1@juno.com

Telephone: 803.429.4067

IMPORTANT: It is important that you have received ALL pages of this report (minimum of 3) that include the disclosures, disclaimers, types of molds, and range graphs. If you did not, please contact your inspector directly or contact the lab at 1.888.445.8005

RANGE GRAPHS

CFU (Viable Samples)

Petri Dishes, Swabs, ViaCells, Bulk

This graph represents living spores or bacteria that have been incubated in culture 3-5 days after being received at the laboratory. (301 represents TNTC)

Expected/Normal	(minor contamination)	0-30 CFUs
Potential Growth	(limited contamination)	31-150 CFUs
Potential Colonization	(moderate contamination)	151-300 CFUs
Probable Colonization	(high contamination)	300+ CFUs

Spores/Item, total lift (Non-viable Samples)

Tapelifts, Bulk, other

This graph represents non-viable spores or /items that has been identified in the collection media once received at the laboratory found on the total lift.

Expected/Normal	(minor contamination)	<10 spores
Potential Growth	(limited contamination)	10-25 spores
Potential Colonization	(moderate contamination)	Not Applicable
Probable Colonization	(high contamination)	Not Applicable

Spores/Item, per field (Non-viable Samples)

Tapelifts, Bulk, other

This graph represents non-viable spores or /items that has been identified in the collection media once received at the laboratory found per microscopic field.

Expected/Normal	(minor contamination)	Not Applicable
Potential Growth	(limited contamination)	Not Applicable
Potential Colonization	(moderate contamination)	10-25 spores
Probable Colonization	(high contamination)	>25 spores

Cubic M (Cubic Meter of Non-viable Samples)

Air-O-Cell

This graph represents non-viable spores or particulate that has been identified in the collection media once received at the laboratory. Often compared to outside.

Expected/Normal	(minor contamination)	0-999 items
Potential Growth	(limited contamination)	1000-2999 items
Potential Colonization	(moderate contamination)	3000-6999 items
Probable Colonization	(high contamination)	7000-9999 items

DISCLAIMERS

RANGES GUIDELINE DISCLAIMERS

1. It should be noted that mold and bacteria is found throughout our environment and identifying mold in your environment does not necessarily mean that you have a mold problem.
2. Currently there are no Federal or State recognized standards, critical or threshold exposure limits to aeroallergens.
3. Because everyone's immune system is unique, individual exposure response to aeroallergens will vary. The purpose of these guidelines is to help the user determine the need and value of advice received from a Certified IAQ Specialist.
4. These guidelines are unique only to these test methodologies and have been determined to be reasonable by the manufacturer of the test kits (EnviroScreening.com) in conjunction with NORMI (National Organization of Remediators & Mold Inspectors) Counts on the report are estimates based on the density of growth.
5. Test results only apply to the area from which the sample was taken, and the description of the ranges only signify the increasing amount of germs present.
6. This methodology should only be considered a screening, and more detailed analysis may be necessary. For more information, discuss additional testing options with your Certified IAQ Specialist.
7. These screening methodologies are mold screenings only and therefore NOT intended for legal / lawsuit purposes. Any attempt to use them for legal purposes will be considered hostile and a distortion of their intended use which is to provide a reasonably priced screening alternative to more expensive testing procedures. Should legal documentation be required we recommend that the client or customer consider utilizing the services of a Licensed Industrial Hygienist who can control testing procedures.

Clarifications of these disclosures/disclaimers may be directed to EnviroScreening Legal Department at legal@EnviroScreening.com or 888.445.8005

Chain of Custody ID Number	001	002	003	004	005	006	007	008	009	010
Client ID Number	1	2								
Location of Sample	Book case	Affected area								
Type of Sample	Swab	Swab								

	Results	Results	Results	Results	Results	Results	Results	Results	Results	Results
	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M	☐ CFU ☐ Direct Read ☐ Cubic M
Alternaria										
Ascomycetes										
Asper/Pen Like Group										
Basidiospores										
Bipolaris/Drechslera										
Chaetomium										
Cladosporium sp.										
Curvularia										
Epicoccum										
Fusarium										
Pithomyces/Uloclad										
Rusts/Smuts										
Stachybotrys										
Aspergillus										
Penicillium										
Yeast										
Hyphal Fragments										
Bacteria (non-specific)										
No detectable growth	0	0								
Insect Parts										
Skin Cells (animal/human)										
Fibers (non-specific)										
Sample date: 10/07/10										
TOTAL Results	001	002	003	004	005	006	007	008	009	010
Culture Type	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST	☐ PRE ☐ POST
			Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable	Not Applicable

497

10285.7
004

8002071

22174 Prats Road / Abita Springs, LA 70420 / 888.445.8005

Many pages have been written regarding mold, mildew and the deleterious effects these have or may have on construction materials and our health. For more information, please review our website at www.EnviroScreening.com and read the book entitled *Mold-Free Construction™* which is available at www.MoldFreeConstruction.com. We also highly recommend Dr. Doris Rapp, Board Certified Pediatric Physician and Environmental MD and her DVD "Molds and Their Effects" along with her popular book, "Is This Your Child".

In an effort to help you sort through the information, we are providing this reference sheet along with information regarding ranges and the potential contamination that certain ranges may represent. Please read all the footnotes so you will have a clear understanding of what this screening process does and does not represent. Drawing conclusions from information that a screening provides is best done by a trained mold professional who has been certified by a national agency in the fields of indoor air quality, mold and other indoor air contaminants.

In most cases, and certainly where extreme remediation measures are considered, this screening test should be understood as simply being a "snap-shot" of what MAY be going on in the screened areas of your indoor environment. Settled-out spores can often be representative of a larger area but the correlation is still unclear between what you find in a square inch sampling versus what you might find in other areas of the environment. Your professional partner will be able to direct you to a better understanding of this report.

The material found in this document has been reviewed by the NORMI (National Organization of Remediators and Mold Inspectors at www.NORMI.org) and is provided in agreement with their standards. Any specific questions may be directed to:

Info@EnviroScreening.com

www.EnviroScreening.com

1.888.445.8005

REFERENCE COMMENTS

REFERENCE COMMENT SHEET - There are many different types of bacteria that can be found throughout our living environment. These may inhabit dust particulate, soil and non-treated water. Examples: species of *Bacillus*, actinomycete and nonfermentative gram-negative rods. Infections from most of these isolates are not common, however, occurrence of infection will vary based on species isolated.

Acromonium sp. is another common fungus that is found in our environment, which has been reported to cause such ailments as mycetomas (swelling of tissues), keratitis (cornea), and other mycoses.

Alternaria sp. is commonly found in our environment to include such places as soil, plants and decaying vegetation. Has been reported to cause keratitis (cornea), skin and nasal infections.

Aspergillus is found throughout our environment and disease caused by this fungus is relatively uncommon. However, there are species of this genus that can cause both invasive and non-invasive diseases, most notably with immunosuppressed hosts.

Allergic response to inhalation of the *aspergilli* has also been known to occur.

Bipolaris sp. is commonly isolated in the laboratory from environmental samples; it has been reported to cause sinusitis and allergies in some cases.

Chaetomium sp. is a common laboratory "contaminant" naturally found in the soil, plants, or decaying vegetation. Infection is not common.

Chrysosporium is a fungus that rarely causes disease. However, cases of endocarditis and osteomyelitis has been reported. Several species are keratinophilic and can cause nail infections.

Cladosporium is another common mold isolated in the laboratory. It is naturally found in soil and in association with plant material. Infection is also uncommon; however, infections of the sinuses, endocarditis, keratomycosis (cornea) and subcutaneous lesions have been noted.

Curvularia is a commonly isolated environmental mold and some species has been noted to cause disease in man.

Epilicium is commonly isolated in the laboratory based on geographic location and has been associated with allergies.

Fusarium sp. is a common laboratory saprophyte commonly found in soil and decaying vegetation. *Fusarium* has been reported to cause keratitis (cornea).

Geotrichum sp. is another filamentous fungi that is considered a common laboratory contaminant, infections due to this organism is rare in man.

Hyphal Fragments: are fragments/broken pieces of molds that are not complete structures and cannot, therefore, be fully identified.

Monilia sp. is a common laboratory filamentous fungi that can be found in samples containing soil. This organism is a common laboratory contaminant and infection is not common.

Paecilomyces sp. is a fast growing, common environmental fungus. Some species have been noted in cases of endocarditis, sinusitis, nephritis and infections in dogs.

Penicillium is a fungus that is abundant in man's environment and is a common laboratory contaminant. *Penicillium* has also been known to cause a number of human infections such as keratitis (eye / cornea), penicilliosis, otomycosis (ear), and rarely, deep infections.

Rhizopus sp. is a common laboratory contaminant. Infection is not common, however, cases of mucormycosis (various types of fungal infections) has been noted.

Trichoderma sp. is a common filamentous fungi. Infections from this organism is not common but various ailments has been reported.

Stachybotrys chartarum has been well publicized for being a potential agent in causing severe respiratory problems in young children and persons with immunosuppressed conditions. It is commonly referred to as "toxic mold" & "black mold".

Sterile Hyphae: are molds/fungi grown in culture that has not produced spores and cannot, therefore, be accurately identified.

Syncephalastrum sp. is a common environmental mold which is fast spreading in culture, nonseptate and could be mistaken for *Aspergillus niger*. A case of cutaneous infection has been reported.

Yeast are seen in nature from sources like soil, fruits, milk, plants, and feces of normal humans. Infections vary based on the species and sources identified.

NOTE: There is scientific evidence showing that persons with immunosuppressed conditions run the highest risk of infection due to environmental factors such as bacteria and fungal elements. Please see more at www.EnviroScreening.com

CREDENTIALS

*This information is contained in medical mycology and microbiology textbooks such as: Medical Mycology by K.J. Kwon-Chung & John E. Bennett, Diagnostic Microbiology by Koneman, Bailey & Scott's Diagnostic Microbiology by Ellen Jo Baron, Lancer R. Peterson & Sydney M. Finegold and Medical Mycology by Martha E. Kern & Kathleen S. Blevins. More information: www.cdc.gov/nceh/airpollution/mold/stachy.htm

* This information should only be used as general information for identification purposes only and not for diagnostic purposes. It should be noted that mold & bacteria are found throughout our environment and identifying mold in your environment does not necessarily mean that you have a mold problem. Please discuss your concerns with a certified mold professional in your area through www.NORMIPro.com

* Cultures submitted may have colony counts estimated based on the density of growth in the culture.

* Because acceptable counts may vary from laboratory to laboratory and are not well established, it is important to take cultures before treatment of facility and again after treatment of facility in order to ensure adequate reduction of colony forming units. Additionally, collection techniques should be performed the same way each time a sample is taken and using the same type of media. * This methodology should be considered a screening technique only. A more extensive analysis may be necessary. Please ask you IAQ Specialist or mold professional for interpretation of these results.

Recommendation: Air purification and mold remediation companies can help reduce the amount of particulate matter in the air, including the mold spore counts. (See your local Certified IAQ Specialist for more information and recommendations regarding air purification equipment and remediation options) Be sure to read the "SANITIZATION PROTOCOL" in www.MoldFreeConstruction.com for a better understanding of how to affect a significant change.



State of Texas
Certified Environmental
Laboratory #1001

Glenn Moore Jr. BS. MT. Supv.
Florida license # SU 30654
info@EnviroScreening.com



Mold Solutions, Inc.
4436 Augusta Road
Lexington, SC 29073

Invoice

Date	Invoice #
10/7/2010	2314

Bill To
Kevin Schumaker 4120 Kilbourne Road Columbia, Sc 29205

Jobsite
4120 Kilbourne Road Columbia, Sc 29205

P.O. No.	Terms	Due Date
Verbal	Due on receipt	10/7/2010

Date of Service	Description	Qty	Rate	Amount
10/7/2010	Mold Remediation Service to include: Placed 6 mil poly containment over all doorways and stairwell to prevent cross contamination. Placed 6 mil poly source containment over HVAC ductwork during sanitization. Installed 1 each 2000 cfm air scrubber to remove airborne particulate. Installed 1 each dehumidifier to maintain humidity in contained area. Removed visible mold on hallway surfaces. Sanitized all contained surfaces to include walls, ledges, baseboards, paddle fans, jambs, etc. with EPA registered biocide. Treated all contained surfaces to include walls, ceilings and floors with Bac-Shield. Post screen testing by certified 3rd party inspector.		1,878.00	1,878.00

Please remit to Mold Solutions, Inc. at above address. Please remit via Check, Cash, VISA, Mastercard or Discover Card. Thank you for your business - we appreciate it very much.			Subtotal	\$1,878.00
			Sales Tax (0.0%)	\$0.00
			Total	\$1,878.00
			Payments/Credits	\$0.00
PHONE #	FAX #	EMAIL ADDRESS	Balance Due	\$1,878.00
803-996-0116	803-996-0264	pdavis@moldsolutionsinc.net		

Print

Page 1 of 4

From: toddbeckstrom (toddbeckstrom@bellsouth.net)
To: kevin@eatmoretees.com; tbishop@rressc.com;
Date: Thu, September 2, 2010 12:35:21 PM
Cc: KShealy@brblegal.com;
Subject: Re: HIGH utility bills

Kevin,

Thank you for your quick response and my prayers are with your son. We should have the lab report today and I will forward a copy to you.

Thanks,

Todd

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)



Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

From: kevin <kevin@eatmoretees.com>
To: toddbeckstrom <toddbeckstrom@bellsouth.net>
Cc: "Shealy, Kirby D." <KShealy@brblegal.com>
Sent: Thu, September 2, 2010 12:04:26 PM
Subject: RE: HIGH utility bills

I agree we have to fix the problem quickly. My personal situation is making things difficult right now. Last night my son had an appendectomy so I will do my best to keep on top of this. Please forward an email of the report when you receive it. Please cc my personal email palmettoparrot@yahoo.com for all communication through Labor Day weekend. Thanks.

Kevin Schumacher
Eat More Tees
1227 Rosewood Drive
Columbia, SC 29201
803-794-3000
803-794-3051 Fax
kevin@eatmoretees.com
www.eatmoretees.com

From: toddbeckstrom [mailto:toddbeckstrom@bellsouth.net]

<http://us.mg205.mail.yahoo.com/dc/launch?partner=sbc&500.gx=1&.rand=1mhl6v1srsd1a>

7/11/2011

Print

Page 2 of 4

Sent: Wednesday, September 01, 2010 10:09 PM

To: Kevin; Dr. Lance R. Hoover, MD

Cc: Kevin Schumacher; Terry Bishop

Subject: Re: HIGH utility bills

Kevin,

My clients were very concerned about the mold in your home that they are leasing. The contractor who you sent over to take a look was also very concerned. Mold remediation is very serious and if not done correctly opens you up to substantial future liability. The company that the Hoover's chose (Biotek) is certified by the EPA and qualified to handle the problem, and will make sure that it follows approved protocol so as not to have millions of mold spores go airborne throughout your home. We reported the water intrusion and potential mold problem to you first, and you sent a handyman over to address the water issue but did nothing about the mold. I then informed your agent before the inspection that the Hoover's would pay for the inspection of your home and that if any remediation was needed, that you would be responsible for the cost of the inspection and remediation. The mold that was found appears to be Aspergillus according to the Biotek expert (test will be back tomorrow). This is a deadly mold that if found in a hospital will shut down an entire wing. No one can take the chance that this is will not be done correctly. My clients health and the future saleability of your home hang in the balance.

Respectfully,

Todd Beckstrom

The Todd Beckstrom All-Star Team

ERA Wilder Realty

803-345-6713 (office)

803-348-0148 (mobile)

803-772-9226 (fax)

Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

From: kevin <kevin@eatmoretees.com>

To: "Dr. Lance R. Hoover, MD" <laughngas@sc.rr.com>

Cc: Kevin Schumacher <palmettoparrot@yahoo.com>; toddbeckstrom <toddbeckstrom@bellsouth.net>; Terry Bishop <tbishop@ressc.com>

Sent: Wed, September 1, 2010 10:24:27 AM

Subject: RE: HIGH utility bills

Monica,

Not likely. The water heater had been leaking out of the release valve which caused it to run constantly. That has been fixed.

Regarding the mold inspection you ordered; I will not be paying for that. I have someone that I prefer to use that I trust. I will gladly pay for my preferred company to do an inspection and mold cleanup. I will not pay for anything Biotek does.

Kevin Schumacher

Eat More Tees

1227 Rosewood Drive

Columbia, SC 29201

Print

803-794-3000
803-794-3051 Fax
kevin@eatmoretees.com
www.eatmoretees.com

Page 3 of 4

From: Dr. Lance R. Hoover, MD [mailto:laughNgas@sc.rr.com]
Sent: Tuesday, August 31, 2010 3:43 PM
To: kevin; 'toddbeckstrom'
Cc: 'Kevin Schumacher'
Subject: Re: HIGH utility bills

Kevin,

Thank you for your prompt response. We have not been contacted by Mr. Oneil. Please give him my cell (210) 632-3442 and our home # 790-9108. This is the best way to reach us. Lance is available sporadically on his cell, depending on his OR schedule.

If I recall, the hot water heater was an issue at the time of our initial arrival. Is it possible that this may still be an issue, and the cause of the large utility bills?

Thanks,
Monica

----- Original Message -----

From: kevin
To: 'Dr. Lance R. Hoover, MD'; 'toddbeckstrom'
Cc: 'Kevin Schumacher'
Sent: Tuesday, August 31, 2010 12:35 PM
Subject: RE: HIGH utility bills

I will need to check when the hot water heater was fixed. If it was fixed at the end of June, then I do not know why the utilities would be so high. If it was fixed in late July, then the water heater was the problem while you were out of the house.

I will be happy to send an AC man out to look at the unit and vent system. I will attempt to reach him today.

Also, Mike Oneil with Johnny Housewright is supposed to be trying to reach you to set a time to come in and look at the source of the condensation problem. His company installed it and wants to figure out why the problem is occurring. Please let me know if he has not tried to reach you.

Please reply to
palmettoparrot@yahoo.com

Kevin

From: Dr. Lance R. Hoover, MD [mailto:laughNgas@sc.rr.com]
Sent: Tuesday, August 31, 2010 2:04 PM
To: toddbeckstrom
Cc: kevin@eatmoretees.com
Subject: HIGH utility bills
Importance: High

Todd,

Our last two energy bills have been ridiculously HIGH!! We received our 1st bill when we arrived on July 26th. It was for

502
<http://us.mg205.mail.yahoo.com/dc/launch?partner=sbc&gx=1&rand=1mhl6v1srsd1a>

7/11/2011

\$518.25. We took possession of the house June 21st, and spent ONLY 3 days in the home between June 21st-July 26th. Our most recent bill was **\$611.46.** In approximately a one month timeframe we have received an alarming **\$1129.71** in energy bills.

Both Lance and I have made repeated phone calls to SCE&G requesting that the meter be evaluated. After spending literally hours on the phone, the folks at SCE&G seem to think that there is a potential problem with the A/C unit in the home. We are still pursuing our requests to have the meter inspected. However, we need Mr. Schumacher to send someone out to evaluate/repair the A/C unit **ASAP.**

Please have them contact me at 803-790-9108 (hm) or my cell # 210-632-3442 to schedule.

Thanks,
Monica

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3104 - Release Date: 08/31/10 02:34:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3106 - Release Date: 09/01/10 02:34:00

No virus found in this incoming message.

Checked by AVG - www.avg.com

Version: 9.0.851 / Virus Database: 271.1.1/3106 - Release Date: 09/01/10 14:34:00

From: toddbeckstrom [mailto:toddbeckstrom@bellsouth.net]
Sent: Tuesday, September 21, 2010 10:22 AM
To: kevin@eatmoretees.com; Kevin Schumacher
Cc: Shealy, Kirby D; Lance Hoover: wildcats.roar@gmail.com
Subject: Kilbourne

Kevin,

Mold Solutions showed up today without notice. As previously relayed, my clients will be out by the end of the month and do not wish to have the mold problem addressed while they still have belongings in your home. They have paid through the end of September and would like you to respect their wishes. Mrs Hoover is extremely ill and has been bedridden. She finally drove again yesterday and went to pick up some things when the mold company showed up. She did show them another area of which they were previously unaware. They plan to be completely moved out by Friday and I will let you know if they are out earlier.

Todd

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.



Moore, Taylor & Thomas, P.A.
1700 Sunset Blvd.
Post Office Box 5709
West Columbia, SC 29171
Phone: 803-796-9160
Fax: 803-791-8410

The information contained in this e-mail message is intended only for the personal and confidential use of the recipient(s) named above. This message may be an attorney-client communication and/or work product and is therefore privileged and confidential. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately by e-mail, and delete the original message.

Print

Page 1 of 1

From: Dr Lance R. Hoover, MD (laughNgas@sc.rr.com)
To: kevin@eatmoretees.com,
Date: Sun, September 5, 2010 11:25:08 PM
Cc: toddbeckstrom@bellsouth.net;
Subject: Mold

Kevin,

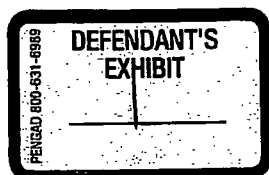
Per our phone conversation today, I would like to confirm that the party you're bringing into the home tomorrow (Monday Sept 6th) will NOT be disturbing the mold in any way. Given the inspection reports, Lance and I are VERY concerned about the health hazards to our family. Our initial photographs of the mold were taken August 16th, the severity of the mold has grown since. We do NOT want to expose our family any further, should the mold be removed in a manner NOT in accordance with the Biotek reports/proposals.

For the last few days my youngest daughter Mariah has had severe cold/sinus symptoms with a thick green running nose. I have also be experiencing a sinus headache, coughing and runny nose. We spent the night with some friends in Augusta on Saturday evening. Within a few hours of being at their home, all of our symptoms had subsided. Within about 2hrs of returning to the home today, Mariah's runny nose returned. While I am not completely sure that this is related to the mold situation, I do find it suspect. Mariah has a seizure disorder that requires medication twice daily. Ensuring that her health is not further comprised is crucial.

Please let us know what time you will be coming to the house.

Thank you,
Monica Hoover





Brooke Army Medical Center
Bld 3600, 3851 Roger Brook Drive
Fort Sam Houston, TX 78234-6200

Fax

To: Todd Beckstrom From: Dr. Lance R. Hoover
Fax: 803-772-9226 Pages: 2
Phone: _____ Date: 5/10/10
Re: Lance Hoover/Kelbourne FAX: _____
Urgent For Review Counter Please Comment Please Reply Please Recycle

• Comments:

Signed counter offer 4120 Kelbourne
Rd. \$425,000

This document may contain confidential information that is legally privileged under the Health Information Portability and Accountability Act (Public Law 104-191) and its various implementing regulations. If this correspondence contains Protected Health Information (PHI), it is being provided to you after appropriate authorization from the patient under circumstances that do not require patient authorization. Unauthorized re-disclosure or failure to maintain confidentiality may result in Personal liability for civil and criminal sanctions. If you are not the intended recipient, please contact the sender by reply email and permanently delete/destroy all copies of the original message.

210-916-0268

MAY-10-2010 MON 10:08 AM ERA Wilder Realty

FAX NO. 803 345 9251

05/04/2010 11:40 7943051

EATMORETEES

PAGE 02

FROM : BANC, ANESTHESIA NURSING

PRC NO. : 310001602000

ମାଧୁ, ଡି. ଶରଣ ଚନ୍ଦ୍ର, ପୃଷ୍ଠା ୨୩

REF. 07-07584-1 (same as above) has a copy of the report of the investigation of the fire at the (same as above) and is being furnished to you for information.

425,000 Twenty five thousand 50

23. I hereby certify that the above is a true and correct copy of the original as the same appears in the records of the County of [] State of []

[illegible]

12. REVENUES OF THE LOCAL GOVERNMENT IN THE YEAR 1990-91 IN THE STATE OF KARNATAKA IN THE YEAR 1990-91 IN THE STATE OF KARNATAKA

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 11-14-2013 BY 60322 UCBAW

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 07-18-2019 BY 60322 UCBAW/BJS

[illegible]

20. INDICATION OF OPTIMUM TIME FOR THE PREPARATION OF THE DOCUMENTS TO BE SUBMITTED TO THE COURT.

1. The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the root cause of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that are needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that are outlined in the plan and monitoring the progress of the plan. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any lessons learned from the process.

[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

100


 J. Edgar Hoover
 Director

5/14/14
5/14/10
5/19/10

5/4/10

RESIDENTIAL LEASE WITH OPTION TO PURCHASE

THIS AGREEMENT made and entered into this 30th day of April, 2010 by and between Kevin Schumacher hereinafter called Lessor and Lance Hoover and/or assigns, hereinafter called Lessee; The Lessor, for and in consideration of the sum of this lease dollars in hand paid by the Lessee, receipt of which is hereby acknowledged, hereby leases to the Lessee, his heirs or assigns, the premises situated in the City of Columbia, County of Richland, State of South Carolina, legally described as Lot 8 Kilbourne Park, pr-1-39, G-103, 2-3155 Columbia, SC 29205 and consisting of a tract of land 85 x 194.7 x 500 x 200

(If the legal description is not included at the time of execution, it may be attached to and incorporated herein afterword.) (Street address: 4120 Kilbourne Rd Columbia, SC 29205) and consisting of tax map 13909-B-11 upon the following TERMS and CONDITIONS:

1. PERSONAL PROPERTY: Said lease shall include the following personal property Window Treatments + Refrigerator

2. TERM: The term hereof shall commence on June 15, 2010 and continue for a period of twelve months thereafter.

3. RENT: Rent shall be \$ twenty five hundred per month, payable in advance, upon the first day of each calendar month to Lessor or his authorized agent at the following address:

at such other places as may be designated by Lessor from time to time. In the event rent is not paid within five (5) days after due date, Lessee agrees to pay a late charge of \$ one hundred twenty plus interest at 8 % per annum on the delinquent amount.

4. UTILITIES: Lessee shall be responsible for the payment of all utilities and services, except Lessee shall pay all utilities which shall be paid by Lessor.

5. USE: The premises shall be used as a residence and for no other purpose, without the prior written consent of the Lessor.

6. HOUSE RULES: In the event that the premises are a portion of a building containing more than one unit, Lessee agrees to abide by any and all house rules, whether promulgated before or after the execution hereof, including, but not limited to, rules with respect to noise, odors, disposal of refuse, pets, parking, and use of common areas.

7. ASSIGNMENT AND SUBLETTING: Lessee may assign this agreement or sublet any portion of the premises without prior written consent of the Lessor.

8. MAINTENANCE, REPAIRS OR ALTERATIONS: Lessee shall maintain the premises in a clean and sanitary manner including all equipment, appliances, furniture and furnishings therein and shall surrender the same at termination hereof, in as good condition as received, normal wear and tear excepted. Lessee shall be responsible for damages caused by his negligence and that of his family or invitees or guests. Lessee shall irrigate and maintain any surrounding grounds, including lawns and shrubbery, and keep the same clear of rubbish and weeds, if such grounds are a part of the premises and are exclusively for the use of the Lessee.

9. ENTRY AND INSPECTION: Lessee shall permit Lessor or Lessor's agents to enter the premises at reasonable times and upon reasonable notice for the purpose of inspecting the premises or for making necessary repairs.

10. POSSESSION: If Lessor is unable to deliver possession of the premises at the commencement hereof, Lessor shall not be liable for any damage caused thereby nor shall this agreement be void or voidable, but Lessee shall not be liable for any rent until possession is delivered. Lessee may terminate this agreement if possession is not delivered within thirty days of the commencement of the term hereof.

11. SECURITY: The security deposit of \$ twenty five hundred shall secure the performance of the Lessee's obligations hereunder. Lessor may, but shall not be obligated to, apply all or portions of said deposit on account of Lessee's obligations hereunder. Any balance remaining upon termination shall be returned to Lessee.

12. DEPOSIT FUNDS: Any refundable deposits shall be refunded within fifteen days from date possession is delivered to Lessor or his Authorized Agent.

13. ATTORNEY FEES: The prevailing party shall be entitled to all costs incurred in connection with any legal action brought by either party to enforce the terms hereof or relating to the demised premises, including reasonable attorney fees.

14. NOTICES: Any notice which either party may or is required to give may be given by mailing the same, postage prepaid, to Lessee or to Lessor at the addresses shown below or at such other places as may be designated by the parties from time to time.

15. HEIRS, ASSIGNS, SUCCESSORS: This lease and option shall include and inure to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

16. TIME: Time is of the essence of this agreement. This offer shall terminate if not accepted before May 4, 2010.

17. HOLDING OVER: Any holding over after expiration of the term of this lease, with the consent of Lessor, shall be construed as a month-to-month tenancy in accordance with the terms hereof, as applicable.

18. DEFAULT: If Lessee shall fail to pay rent when due, or perform any term hereof, after not less than three (3) days written notice of such default given in the manner required by law, the Lessor, at his option, may terminate all rights of Lessee hereunder, unless Lessee, within said time, shall cure such default. If Lessee abandons or vacates the property, while in default of the payment of rent, Lessor may consider any property left on the premises to be abandoned and may dispose of the same in any manner allowed by law. In the event the Lessor reasonably believes that such abandoned property has no value, it may be discarded.

[Signature]
Lessee
4-30-10
Date

19. **OPTION:** Lessee shall have the option to purchase the leased premises described herein upon the following **TERMS and CONDITIONS:**

- a.) The total purchase price shall be \$ 420,000 Four Hundred Twenty Thousand (Dollars)
 b.) The purchase price shall be paid as follows:

20. **ENCUMBRANCES:** Lessee shall take title to the property subject to: 1) Real Estate Taxes not yet due and 2) Covenants, conditions, restrictions, reservations, rights, rights of way and easements of record, if any, which do not materially affect the value or intended use of the property.

21. **EXAMINATION OF TITLE:** Fifteen (15) days from date of exercise of this option are allowed the Lessee to examine the title to the property and to report in writing any valid objections thereto. Any exceptions to the title which would be disclosed by examination of the records shall be deemed to have been accepted unless reported in writing within said 15 days. If Lessee objects to any exceptions to the title, Lessor shall use all due diligence to remove such exceptions at his own expense within 60 days thereafter. But if such exceptions cannot be removed within the 60 days allowed, all rights and obligations hereunder may, at the election of the Lessee, terminate and end, unless he elects to purchase the property subject to such exceptions.

22. **EVIDENCE OF TITLE:** Lessor shall provide evidence of Title in the form of a policy of title insurance at Lessor's expense.

23. **BILL OF SALE:** The personal property identified in paragraph ONE shall be conveyed by bill of sale.

24. **CLOSING:** Closing shall be within 45 days from exercise of the option unless otherwise extended by other terms of this agreement.

25. **PRORATIONS:** Tax and insurance escrow account, if any, to be transferred intact to Lessee with no prorations. Interest and other expenses of the property to be prorated as of the date of closing. Unpaid real estate taxes, security deposits, advance rentals or considerations involving future lease credits shall be credited to Lessee.

26. **EXPIRATION OF OPTION:** This option may be exercised at any time prior to its expiration at midnight December 31 2010. Upon expiration, Lessor shall be released from all obligations hereunder and all of Lessee's rights hereunder, legal or equitable, shall cease.

27. **EXERCISE OF OPTION:** The option shall be exercised by mailing or delivering written notice to the Lessor prior to the expiration of this option. Notice, if mailed, shall be by certified mail, postage prepaid, to the Lessor at the address set forth below, and shall be deemed to have been given upon the day shown on the postmark of the envelope in which such notice is mailed. In the event the option is exercised, five percent from the rent paid hereunder prior to the exercise of the option shall be credited upon the purchase price.

28. **RIGHT TO SELL:** Lessor warrants to Lessee that Lessor is the legal owner of the leased premises and has the legal right to sell leased premises under the terms and conditions of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

X 
 LESSEE

420,000

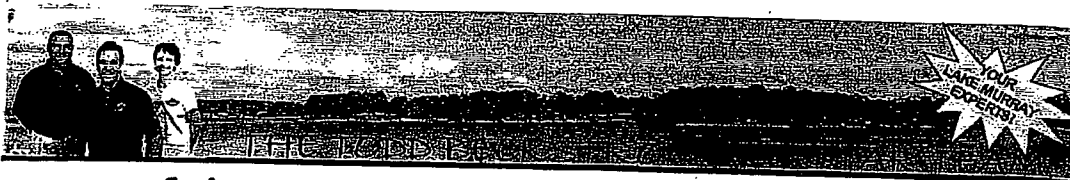
 LESSOR

LESSOR

LESSOR

ADDRESS

ADDRESS



DATE: 7-2-10

INSPECTION REPORT RESPONSE
ADDENDUM TO CONTRACT

SELLERS: Schumacher

PURCHASERS: Hoover

PROPERTY ADDRESS: 4120 Kilbourne Rd.

Contract Final Agreement Date: 5-10-2010

Attached is a copy of the Home Inspection Report. Thank you for allowing our home inspector to examine your home. The following items are ones that are of concern, and would like you (the sellers) to remedy by July 16th, 2010 (date).

All work is to be completed by a licensed contractor unless specifically identified. Receipt of workmanship is to be presented at closing.

Exterior Items # 2, 6a, 6b, 6c, 6h, 9, 10, 13, 15, 16, 20,

Interior Items 2, 5, 7d, 7e, 7h, 7i, 10F, 12, 13

Seller has three (3) business days from receipt of this addendum to accept/reject/modify this addendum (per contract agreement).

Lance Hoover ⁵¹¹ 7-2-2010 (Agent)

BOYSIA HOME INSPECTION SERVICES, INC.

FRANK BOYSIA—PRESIDENT

107 TURKEY CROSSING RD.
ELGIN, SC 29045

OFFICE: (803) 419-0077
MOBILE: (803) 917-0919

June 25, 2010

Mr. Todd Beckstrom
ERA Wilder Realtors

Subject: Inspection
4120 Kilbourne Rd.

Time: 7:30
Temp: 80
Weather: clear

Advance copy Emailed to you.

Dear Mr. Beckstrom:

Thank you for allowing me to inspect subject residence for you today. This inspection is a visual inspection only. This report does not contain a CL-100 (termite) or HVAC inspection. Any items typically found on these reports were not addressed. Also, mold was not addressed in any way. Any comments on items typically found on these reports or mentioned above are considered to be observational in nature and do not represent an inspection. The following observations were noted:

EXTERIOR

1. Roof:

- a. Age of shingles is reportedly less than five years old and showing no appreciable wear and look satisfactory with no cracking observed.
- b. Flashing around the plumbing vent pipes and chimney look satisfactory.
- c. Debris is present in gutters.



Area tested dry—there is also some slight staining present in the ceiling of the foyer below this area—I cannot guarantee against water leaking or damage beneath upstairs baths—recommend replacing damaged base board—I would also inspect for framing damage here when base board is removed.

16. Water is draining a little slowly out of the sink in the master bath—stopper is set a little low.
17. The hot and cold water is reversed at the master tub—not a plumbing problem.

Please call if you have any questions or if I can be of further service.

----- Forwarded message -----

From: Monica Hoover <wildcats.roar@gmail.com>
To: toddbeckstrom <toddbeckstrom@bellsouth.net>, toddbeckstrom@toddbeckstrom.com
Date: Wed, 30 Jun 2010 22:10:14 -0500
Subject: Kilbourne Inspection report
Todd,

Lance and I have reviewed the home inspection. Attached is a brief summary of the issues which will need to be addressed prior to our arrival.

****Correcting these areas of concern is paramount during the rental period.**

Additional concerns would need to be addressed prior to any purchase of the home. We will revisit the home inspection report at that time.

Payment for the Home Inspection is in route.

Thank you,
Lance & Monica Hoover

 Kilbourne.doc
24K

toddbeckstrom <toddbeckstrom@bellsouth.net>
To: Monica Hoover <wildcats.roar@gmail.com>

Thu, Jul 1, 2010 at 4:16 PM

Hey Lance and Monica,

It will be better to address all the issues now and submit them in an addendum for the seller's consideration. I will call you tomorrow to discuss.

Todd

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

Information presented is collected, organized and provided
for the convenience of the user and is intended solely for

Safety Concerns: All repairs MUST be completed prior to occupancy

Electrical

Basement: Improper electrical connections present at the left rear corner

Attic: Improper electrical connections present at center front

Rear Closet in first floor hallway - non operable?

ALL exterior lighting MUST be operational

Front porch

Left side porch

Flood lights

Garage exterior lights

Windows

At LEAST one window should be operable per room for fire safety.

All windows made operable must also be lockable

Window on the left side, back of house is cracked-replace

Smoke Detectors

Would NOT test out, non-operable

MUST be working in all bedrooms

Deck

All boards that are lifting MUST be anchored

Handrail at the top of rear steps needs to be anchored

Functional Concerns: All repairs MUST be completed prior to occupancy

Water Heater

Leak at stop valve

Water leaking from the end of the TPR pipe

Bathroom(s)

Down-stairs bath: toilet base is loose and needs anchoring

Kitchen

Dishwasher: base of door binds on the cabinetry

Leak in copper wire fitting beneath kitchen sink

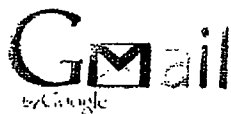
Exterior

Front hose bib damaged and spraying water - replace

Trim Pear tree branches that are touching house

Attic

Repair gap in eave at right front corner - prevent squirrels, rodent entry



Monica Hoover <wildcats.roar@gmail.com>

Kilbourne Inspection report

3 messages

Monica Hoover <wildcats.roar@gmail.com>

To: toddbeckstrom <toddbeckstrom@bellsouth.net>, toddbeckstrom@toddbeckstrom.com

Wed, Jun 30, 2010 at 11:10 PM

Bcc: HOME <laughNgas@satx.rr.com>

Todd,

Lance and I have reviewed the home inspection. Attached is a brief summary of the issues which will need to be addressed prior to our arrival.

****Correcting these areas of concern is paramount during the rental period.**

Additional concerns would need to be addressed prior to any purchase of the home. We will revisit the home inspection report at that time.

Payment for the Home Inspection is in route.

Thank you,
Lance & Monica Hoover



Kilbourne.doc
24K

Mail Delivery Subsystem <MAILER-DAEMON@imta-38.everyone.net>

To: wildcats.roar@gmail.com

Thu, Jul 1, 2010 at 5:44 AM

** THIS IS A WARNING MESSAGE ONLY **
** YOU DO NOT NEED TO RESEND YOUR MESSAGE **

The original message was received at Wed, 30 Jun 2010 19:57:16 -0700
from omta002 [127.0.0.1]

----- Transcript of session follows -----

<toddbeckstrom@bellsouth.net>... Deferred: Connection timed out with gateway-f2.isp.att.net.
Warning: message still undelivered after 4 hours
Will keep trying until message is 5 days old

Final-Recipient: RFC822; toddbeckstrom@bellsouth.net

Action: delayed

Status: 4.4.1

Remote-MTA: DNS; gateway-f2.isp.att.net

Last-Attempt-Date: Thu, 1 Jul 2010 02:44:48 -0700

Will-Retry-Until: Mon, 5 Jul 2010 19:57:16 -0700

informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

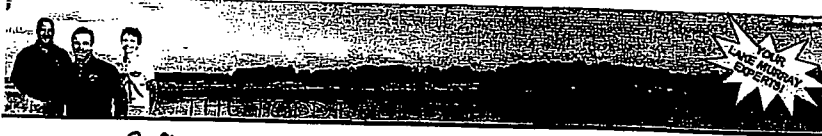
From: Monica Hoover <wildcats.roar@gmail.com>

To: toddbeckstrom <toddbeckstrom@bellsouth.net>; toddbeckstrom@toddbeckstrom.com

Sent: Wed, June 30, 2010 11:10:14 PM

Subject: Kilbourne Inspection report

[Quoted text hidden]



DATE: 7-2-10

INSPECTION REPORT RESPONSE
ADDENDUM TO CONTRACT

SELLERS: Schmacher

PURCHASERS: Hoover

PROPERTY ADDRESS: 4120 Kilbourne Rd.

Contract Final Agreement Date: 5-10-2010

Attached is a copy of the Home Inspection Report. Thank you for allowing our home inspector to examine your home. The following items are ones that are of concern, and would like you (the sellers) to remedy by July 16th, 2010 (date).

All work is to be completed by a licensed contractor unless specifically identified. Receipt of workmanship is to be presented at closing.

Exterior Items # 2, 6a, 6b, 6c, 6h, 9, 10, 13, 15, 16, 20,

Interior Items 2, 5, 7d, 7e, 7h, 7i, 10f, 12, 13

Seller has three (3) business days from receipt of this addendum to accept/reject/modify this addendum (per contract agreement).

Lance Hoover by [Signature] 7-2-2010
Purchaser Date

Purchaser _____ Date _____

Seller _____ Date _____

Seller _____ Date _____

This is from the Hoovers

Safety Concerns: All repairs MUST be completed prior to occupancy

Electrical

Basement: Improper electrical connections present at the left rear corner

Attic: Improper electrical connections present at center front

Rear Closet in first floor hallway - non operable?

ALL exterior lighting MUST be operational

Front porch

Left side porch

Flood lights

Garage exterior lights

Windows

At LEAST one window should be operable per room for fire safety.

All windows made operable must also be lockable

Window on the left side, back of house is cracked-replace

Smoke Detectors

Would NOT test out, non-operable

MUST be working in all bedrooms

Deck

All boards that are lifting MUST be anchored

Handrail at the top of rear steps needs to be anchored

Functional Concerns: All repairs MUST be completed prior to occupancy

Water Heater

Leak at stop valve

Water leaking from the end of the TPR pipe

Bathroom(s)

Down-stairs bath: toilet base is loose and needs anchoring

Kitchen

Dishwasher: base of door binds on the cabinetry

Leak in copper wire fitting beneath kitchen sink

Exterior

Front hose bib damaged and spraying water - replace

Trim Pear tree branches that are touching house

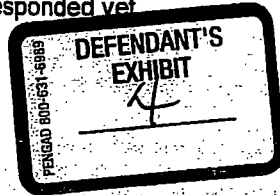
Attic

Repair gap in eave at right front corner - prevent squirrels, rodent entry

Dr. Lance R. Hoover, MD

From: "toddbeckstrom" <toddbeckstrom@bellsouth.net>
To: <wildcats.roar@gmail.com>; "Lance Hoover" <laughNgas@sc.rr.com>
Sent: Wednesday, September 08, 2010 10:44 AM
Subject: Kevin- Mold

Please see below. I have not responded yet



Todd

From: kevin <kevin@eatmoretees.com>
To: toddbeckstrom <toddbeckstrom@bellsouth.net>
Sent: Wed, September 8, 2010 10:25:10 AM
Subject: FW: Please check this out

Hi Todd,

I am in the process of hiring a reputable company, Mold Solutions Inc., to solve the problem. They will do everything necessary to fix the problem permanently. In addition, they will offer a warranty on their service, something Biotek is not offering. The process will require the Hoovers to be elsewhere for 3 days.

The current plan is for them to leave Monday morning by 9am and return Wednesday afternoon. I have made a tentative reservation at the Whitney in a 2 bedroom, 2 bath suite for the family for these few days. This is the best accommodation I could find for them. I felt the family would want to stay in a large single unit as opposed to 2 separate rooms.

I hope Lance and Monica are reconsidering their initial reaction to break the lease. This problem will be fixed quickly, as have all problems they brought to my attention. I am trying to be the best landlord possible to make their stay as pleasant as I can.

Kevin Schumacher

Eat More Tees

1227 Rosewood Drive

Columbia, SC 29201

11/1/2010

Dr. Lance R. Hoover, MD

From: "kevin" <kevin@eatmoretees.com>
To: "toddbeckstrom" <toddbeckstrom@bellsouth.net>; "Shealy, Kirby D." <KShealy@brblegal.com>;
"Dr. Lance R. Hoover, MD" <laughNgas@sc.rr.com>; <ahackney@sc.rr.com>
Sent: Wednesday, September 08, 2010 2:42 PM
Subject: mold
Dr. Lance Hoover,

The contractor who installed the air conditioning has just informed me that his insurance company is now involved. They will need to make their own inspection to determine what they believe needs to be done to remedy the situation. I do not have control of the timeframe to fix this until an adjuster visits the home and tells me how to proceed. I will let you know as soon as the adjuster contacts me so we can expedite a solution for you.

Kevin Schumacher
Eat More Tees
1227 Rosewood Drive
Columbia, SC 29201
803-794-3000
803-794-3051 Fax
kevin@eatmoretees.com
www.eatmoretees.com



informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.



From: kevin <kevin@eatmoretees.com>
To: "Dr. Lance R. Hoover, MD" <laughNgas@sc.rr.com>
Cc: Kevin Schumacher <palmettoparrot@yahoo.com>; toddbeckstrom <toddbeckstrom@bellsouth.net>; Terry Bishop <tbishop@rressc.com>
Sent: Wed, September 1, 2010 10:24:27 AM
Subject: RE: HIGH utility bills

Monica

Not likely. The water heater had been leaking out of the release valve which caused it to run constantly. That has been fixed.

Regarding the mold inspection you ordered; I will not be paying for that. I have someone that I prefer to use that I trust. I will gladly pay for my preferred company to do an inspection and mold cleanup. I will not pay for anything Biotek does.

Kevin Schumacher

Eat More Tees

1227 Rosewood Drive

Columbia, SC 29201

803-794-3000

803-794-3051 Fax

kevin@eatmoretees.com

www.eatmoretees.com

Dr. Lance R. Hoover, MD

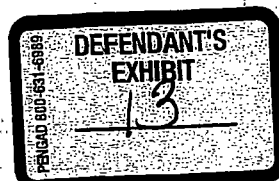
From: "toddbeckstrom" <toddbeckstrom@bellsouth.net>
To: "Terry Bishop" <tbishop@ressc.com>
Sent: Tuesday, August 24, 2010 12:42 PM
Subject: Re: 4120 Kilbourne
Terry,

I passed the offer on to my clients. They will honor the terms of the lease provided that the owner addresses the potential mold issues, to include an inspection by a licensed mold inspector and whatever treatment is necessary to remedy the problem. As a doctor he is concerned about the health of his children.

Respectfully,

Todd Beckstrom

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)



Information presented is collected, organized and provided for the convenience of the user and is intended solely for informational purposes. ANY USER THEREOF OR RELIANCE THEREON IS AT THE SOLE DISCRETION, RISK AND RESPONSIBILITY OF THE USER. While every attempt is made to provide information that is accurate at the date of publication, portions of such information may be incorrect or not current. ERA WILDER REALTY, INC. HEREBY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, AS TO ITS ACCURACY, COMPLETENESS OR FITNESS FOR ANY PARTICULAR PURPOSE.

From: Terry Bishop <tbishop@ressc.com>
To: toddbeckstrom@bellsouth.net
Sent: Tue, August 24, 2010 12:17:52 PM
Subject: FW: 4120 Kilbourne

Hey Todd:

Please see the response from our client below. If acceptable with your client, we'd like to put the sign back up & have showing instructions in MLS with the Hoovers best # to reach them to schedule showings.

Let us know if this is acceptable to them.

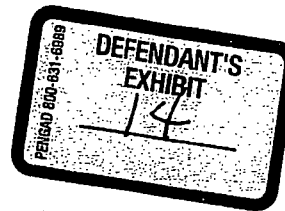
Thanks, Terry

Back on the market?

From: **Becky Bishop** (beckyb26@msn.com)

Sent: Mon 10/04/10 12:03 PM

To: vdaguise@yahoo.com; kevin@eatmoretees.com

A banner for the Terry Bishop Team. On the left is the RE/MAX logo. In the center is a cityscape with houses in the foreground. On the right is a photo of a man and a woman. Text on the banner includes: "Terry: 803-665-1442", "Becky: 803-665-1580", "Fax: 803-744-3797", "www.TerryBishopTeam.com", "BeckyB26@msn.com", "TERRY BISHOP TEAM", "View Our Website", "About Us", "View All Listings", "Mortgage Calculator", and "Contact Us".

Can't see my images? [View Here!](#) | Get "Smart Letterhead" like this.

Hi Kevin & Ginie:

Terry picked the key up last week, we're taking a lockbox to the house today. Just wanted to see what showing instructions we needed to put in MLS? Not sure if your new renter is there yet? Also, if you'd like to make any price adjustments, let us know.

Thanks, Becky

Becky Bishop, GRI, e-PRO
Terry Bishop Team, Re/Max

Cell: (803) 665-1580

Fax: (803) 744-3797

BeckyB26@msn.com

www.TerryBishopTeam.com

From: kevin@eatmoretees.com

To: becky26@msn.com

Subject: RE: Back on the market?

Date: Thu, 30 Sep 2010 12:39:42 -0400

It's ready. Stop by Eat More Tees for a key. Ask for Jessica. Thanks!

4120 Kilbourne Rd.

From: **Becky Bishop** (beckyb26@msn.com)
Sent: Mon 10/04/10 1:47 PM
To: Reida Baines (rbaines@rressc.com)
Cc: vdaguise@yahoo.com; kevin@eatmoretees.com

Hi Reida:

Please move this listing back to active status in MLS. The tenant has moved out and the home is now available.

Thanks,

Becky

Becky Bishop, GRI, e-PRO
Terry Bishop Team, Re/Max

Cell: (803) 665-1580

Fax: (803) 744-3797

BeckyB26@msn.com

www.TerryBishopTeam.com

From: kevin@eatmoretees.com
To: becky26@msn.com
Subject: RE: Back on the market?
Date: Mon, 4 Oct 2010 13:18:12 -0400

No new renter coming. My wife and I decided against it.

No price adjustments right now.

Print

Page 1 of 1

From: Dr. Lance R. Hoover, MD (laughNgas@sc.rr.com)
To: kevin@eatmoretees.com; palmettoparrot@yahoo.com; toddbeckstrom@bellsouth.net;
Date: Mon, September 6, 2010 9:29:51 AM
Cc:
Subject: Appt Monday Sept 6th

Kevin,

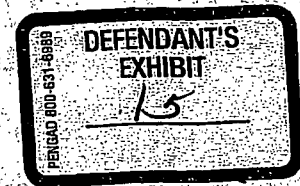
Please accept my apologies for any inconvenience but I will need to reschedule any appointments for today. I was up most of the night with a sick child, and she is still not feeling quite well.

I left the same message on your cell phone as well.

I would be happy to reschedule this for any time Tuesday, or another day this week.

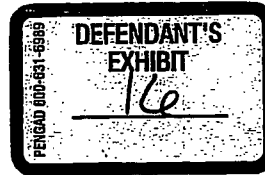
Again, my apologies for the short notice.

Monica



Print

From: kevin (kevin@eatmoretees.com)
To: toddbeckstrom@bellsouth.net;
Date: Tue, September 14, 2010 5:51:27 PM
Cc: KShealy@brblegal.com;
Subject: lease



Page 1 of 5

Hi Todd,

On Sunday, Lance Hoover informed me that he is moving out and terminating his lease. He stated he would contact me today to let me know when exactly he would vacate the house. I have not heard from him yet. I believe this is a serious mistake as I have tried to consistently address and fix every problem brought to my attention quickly and correctly. The mold issue was scheduled to be fixed this past Monday, only 6 business days after receiving the mold report. Mr. Hoover informed me on Sunday that he did not want us to come in until he had moved, so I am honoring his wishes.

I want you to understand that I am not allowing your client to break the lease and will pursue all legal means necessary to collect all monies owed as reflected in the lease. You need to inform Mr. Hoover that he will also be responsible for all attorney's fees.

My attorney, Kirby Shealy, will be contacting you and/or Mr. Hoover in the future to address this issue.

Kevin Schumacher
Eat More Tees
1227 Rosewood Drive
Columbia, SC 29201
803-794-3000
803-794-3051 Fax
kevin@eatmoretees.com
www.eatmoretees.com

From: toddbeckstrom [mailto:toddbeckstrom@bellsouth.net]
Sent: Thursday, September 02, 2010 12:35 PM
To: kevin; Terry Bishop
Cc: Shealy, Kirby D.
Subject: Re: HIGH utility bills

Kevin,

Thank you for your quick response and my prayers are with your son. We should have the lab report today and I will forward a copy to you.

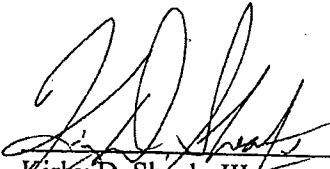
Thanks,

Todd

The Todd Beckstrom All-Star Team
ERA Wilder Realty
803-345-6713 (office)
803-348-0148 (mobile)
803-772-9226 (fax)

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.



Kirby D. Shealy III
ELLIS, LAWHORNE & SIMS, P.A.
1501 Main Street, 5th Floor
P.O. Box 2285
Columbia, South Carolina 29202
Telephone: (803) 343-1270
Facsimile: (803) 799-8479

Attorneys for Appellant

April 18, 2013.

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM RICHLAND COUNTY
Court of Common Pleas

L. Casey Manning, Circuit Court Judge

Case No. 2010-CP-40-06486

RECEIVED
APR 22 2013
SC Court of Appeals

Kevin Schumacher,..... Appellant,

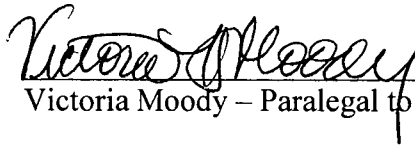
v.

Lance Hoover, ... Respondent.

PROOF OF SERVICE

I certify that I have served the Record on Appeal by depositing a copy in the United States Mail, postage prepaid, on April 22, 2013, addressed to his attorney of record, James Edward Bradley, Esquire, of Moore, Taylor & Thomas, P.A., P.O. Box 5709, West Columbia, South Carolina 29171.

April 22, 2013.


Victoria Moody – Paralegal to Kirby D Shealy III