

THE STATE OF SOUTH CAROLINA
IN THE COURT OF APPEALS

APPEAL FROM LEXINGTON COUNTY
COURT OF COMMON PLEAS

THE HONORABLE KNOX MCMAHON
CIRCUIT JUDGE

CASE NUMBER 2011CP 32-01369

Carolina Refrigeration Services

Respondent

v

Claude L Leitzsey, Sr , Claude L
Leitzsey, Jr , Lisa M Leitzsey and
Branch Banking and Trust Company

Defendants

Of whom

Claude L Leitzsey, Sr , Claude L
Leitzsey, Jr and Lisa M Leitzsey
are

Appellants

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NOV 22 2013

SC Court of Appeals

RECORD ON APPEAL

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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

COPY

Case No. 2011-CP-32-1369

Carolina Refrigeration Services, Inc., et al.)
Plaintiff,)
vs.)
BETH A. CORRELL)
CLERK OF COURT)
LEXINGTON SC)

ORDER

Claude L. Leitzsey, Sr., Claude L.)
Leitzsey, Jr., Lisa M. Leitzsey and)
Branch Banking & Trust Company,)
Defendants.)

Date of Hearing: September 8, 2011
Presiding Judge: R. Knox McMahon
Attorney for Plaintiff: Jean P. Derrick
Attorney for Defendants: -Gerald D. Jowers
Leitzsey:
Attorney for Defendant
BB&T: Steven B. Licata (Not present)

This matter comes before me on Plaintiff's motion for the entry of judgment of default against Defendants Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., and Lisa M. Leitzsey, pursuant to SCRCP Rule 55. For the reasons hereinafter stated, this motion is granted.

At the call of the case the attorneys for Plaintiff and the individual Defendants appeared. The attorney for Defendant bank, (BB&T), was not present, although he had been given notice.

This is an action to foreclose a mechanic's lien in the amount of \$16,100 for heating and air conditioning equipment installed and work performed at Defendants' residence. The mechanic's lien itself, along with a verified statement of account and accompanying lis pendens, were filed March 31, 2011. Both the lien and lis pendens were personally served on April 4, 2011 on all three individual Defendants, as well as BB&T, which


1

holds the first mortgage lien on the property.

The complaint to foreclose this perfected lien was filed April 6, 2011. Defendant Claude Leitzsey, Sr. was personally served with the pleadings April 8, 2011. Defendants Claude L. Leitzsey, Jr. and Lisa M. Leitzsey were personally served April 7, 2011. Defendant bank was also served April 7, 2011, and timely filed an answer, admitting the lien and alleging that its filing constituted an event of default of the mortgage.

No responsive pleadings were filed on the part of any of the individual three Defendants. Plaintiff filed its affidavit of default as to all three individual Defendants May 17, 2011, and moved by written motion filed June 28, 2011 for entry of a default judgment in the amount of lien, including interest and attorney's fees, as well as for issuance of an order of reference of this action to the Master-In-Equity for foreclosure of the lien. There was an Affidavit of Attorney's Fees attached to the motion.

On June 16, 2011 all three Defendants Leitzsey filed a single answer, generally denying the allegations of the complaint, and alleging that because they spent more than the contract price to finish their house, the lien of Plaintiff is discharged pursuant to 29-5-40, South Carolina Code of Laws. Defendants also alleged non-compliance by Plaintiff with § 29-5-15, South Carolina Code of Laws, which provides that a contractor should record his license number with the Clerk of Court when filing a mechanic's lien.

In this case, the three individual Defendants Leitzsey, by failing timely to serve their answer within thirty days after service of the Summons and Complaint upon each of them, are in



default. When Plaintiff's attorney filed affidavits of default as to all three of these individuals, by ministerial act the Clerk of Court entered their defaults. See Thynes vs. Lloyd, 294 S.C. 152, 153-54, 363 S.E.2d 122, 123 (Ct.App.1987) Therefore, Defendants' late answer in this case is of no consequence--their failure to timely file an answer within thirty days of service of the summons and complaint upon them allows entry of default when proved by affidavit. Their answer is not a valid pleading. See Stark Trust Company vs. Superior Construction Corporation, 360 S.C. 503, 602 S.E.2d 99 (Ct.App.2004)

However, SCRCP Rule 55(c) allows the Circuit Court to set aside an entry of default "for good cause shown." Whether to grant relief from entry of default is a decision within the sound discretion of the Circuit Court. Wham vs. Shearson Lehman Bros., Inc., 298 S.C. 462, 465, 381 S.E.2d 499, 502 (Ct.App.1989)

The South Carolina Supreme Court recently in Richardson vs. PV, Inc, 383 S.C. 610, 682 S.E.2d 263 (2009) stated:

In deciding whether good cause exists, the trial court should consider the following factors: (1) the timing of the defendant's motion for relief, (2) whether the defendant has a meritorious defense, and (3) the degree of prejudice to the plaintiff if relief is granted....The decision to whether to set aside an entry of default or a default judgment lies solely within the sound discretion of the trial judge and will not be disturbed on appeal absent a clear showing of an abuse of that discretion.

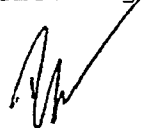
The South Carolina Supreme Court also recently in Sundown Operating Company, Inc., vs. Intedge Industries, Inc., 383 S.C. 601, 681 S.E.2d 885 (2009) set forth the analytical process of reasoning to be followed by a Circuit Court in applying the above captioned factors:



Rule 55(a) provides that when a party fails to respond to a complaint, the clerk shall record an entry of default. However, Rule 55(c) permits a party to move to set aside the entry of default. The standard for granting relief from an entry of default under Rule 55(c) is mere 'good cause.' Rule 55(c), SCRCF. This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted....The trial judge need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. Id., 383 S.C. at 607, 681 S.E.2d at 888. (emphasis added)

The South Carolina Court of Appeals in Limehouse vs. Hulsey, 2011 WL 2447100 (S.C.App.), (Opinion refiled June 16, 2011), recognized the importance of the Sundown decision--a party must first prove a reasonable explanation for their failure to answer, before the Court proceeds to consider the three factor analysis first set forth in Wham, supra, and Richardson, supra. In Limehouse the Court of Appeals therefore reasoned: "[B]ecause unreasonable conduct does not amount to good cause, an unreasonable explanation for defaulting is not a satisfactory explanation that serves a sufficient interest of justice."

What is good cause to set aside an entry of default has been discussed extensively in the case law in South Carolina. In Stark Trust Company vs. Superior Construction Corporation, supra, the mental depression of the corporate defendant's president, which caused him to fail to act when he was served with the pleadings, did not constitute good cause to vacate the entry of



default.

In Richardson, supra the pleadings had been left with the clerk on duty in a motel office. The pleadings were forwarded to the hotel's insurance agent but not the insurance company, and no answer was filed. The Supreme Court held that good cause was not shown--"Negligence of an insurance company is imputed to a defaulting litigant and cannot constitute good cause to relieve Appellants from the entry of default." Id, 383 S.C. at 614, 682 S.E.2d at 267.

In Williams vs. Vanvolkenburg, 312 S.C. 373 440 S.E.2d 408 (Ct.App.1994), the Court of Appeals affirmed the lower Court's refusal to set aside an entry of default, when the homeowner's attorney had failed to answer a mechanic's lien foreclosure action, and the Court noted that whether the homeowner's failed to ask their attorney to file an answer, or whether the attorney was negligent in failing to answer was irrelevant--the homeowner's failed to demonstrate good cause by setting forth any other valid reason why they had failed to answer the Complaint.

In this case, there is substantial, uncontroverted evidence that it is the negligence of the Defendants themselves and their disregard of the importance of legal process, that has led to their default. Defendants have failed to provide this Court with an acceptable explanation for their default, or give reasons why vacating the default entry would serve the interest of justice.

Specifically, Defendants filed a return to Plaintiff's motion for entry of default judgment, dated September 8, 2011, asserting:

On April 7 and April 8th, these Defendants were served with a Summons and Complaint by the Plaintiff in this matter. On the day of service,



Defendants Leitzsey converted these documents along with a notice of the lien that was served a few days earlier to an electronic file and forwarded by email to Mr. Ormand. These Defendants assumed that the email was received and that Mr. Ormand was answering the complaint.

Mr. Ormand did not receive the email for some unknown reason, perhaps because the attachment to the email containing the electronic file of the documents was too large to be sent over the Hot mail account of these defendants. [Return dated September 8, 2011, 1st & 2nd full paragraphs on p.2]

Subsequently, responding to Plaintiff's post default discovery requests, Defendants served on Plaintiff's counsel and filed August 1, 2011 an affidavit of Claude L. Leitzsey, Jr. and Lisa Leitzsey which asserts that, after the service of the lien and pleadings:

On receipt of these items, we converted these documents into a PDF electronic file and sent them to Attorney Ormand on April 7, 2011 as an attachment to an email from our personal Microsoft Hot Mail account. This electronic file was hugh containing more than 20 MB of data and apparently was undeliverable to Mr. Ormand because of its size. A copy of the transmittal to Mr. Ormand is attached as Exhibit D though the attachment has been deleted from this copy. We did not telephone Mr. Ormand to confirm receipt by him of the material and we did not receive any notification from our email provider that the email and attachment were not delivered to him. We assumed that the documents were delivered and that we assumed Mr. Orman was answering the Complaint on our behalf and Claude Leitzsey, Sr. (Paragraph 13, Affidavit of Claude L. Leitzsey, Jr., and Lisa M. Leitzsey filed August 1, 2011.)

Defendants also served and filed an affidavit of Kenneth E. Ormand, which establishes that Mr. Ormand never received the pleadings.

In reply, on September 2, 2011 Plaintiff served Defendants with the affidavit of William D. Boling, filed with the Court September 6, 2011. Mr. Boling is senior network engineer

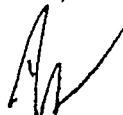


employed by Technesis Technology Solutions in West Columbia, South Carolina. He has worked for almost twenty-five years in the information technology industry. He reviewed the Leitzsey and Ormand affidavits, as well as Exhibit D to the Leitzsey affidavit, which purports to be the cover email to lawyer Ormand containing the pleadings.

Mr. Boling's affidavit establishes the following succinct information: The Leitzsey email account provider is Hot Mail, which can transmit attachments up to the size of 25 MB. If an attachment exceeds this size, a pop-up message will immediately warn the sender that the attachment is oversized and unsendable. Lawyer Ormand's email account provider is Timewarner Cable Roadrunner, which has the capacity to receive an email attachment of up to 30 MB. If any sent email is not receivable because of size in excess of 30 MB, the system will send an administrative reply to the sender that the limit has been exceeded. Mr. Boling scanned the mechanic's liens, lis pendens and Summons and Complaint in the case, and determined that all these attachments had a cumulative size of only 7 MB.

Mr. Boling therefore concludes that all these attachments were sendable, and receivable by the Defendants and their attorney, and that if any email attachment had actually not been able to be sent (or received) on the account of Leitzsey or Ormand, then both the Leitzsey provider (Hot Mail) and the Ormand domain (Roadrunner) would have sent an administrative notice of non-delivery to the Leitzseys.

Finally, Mr. Boling inspected Exhibit D to the Leitzsey affidavit, the alleged cover email of transmittal of the pleadings dated April 7, 2011, and questioned the authenticity of

A handwritten signature in black ink, appearing to be 'AB' or similar, located below the text of the third paragraph.

this email, noting it does not contain features otherwise standard to emails.

In response to the Boling affidavit, at the hearing for entry of default, Defendants provided two additional affidavits. The first is a supplemental affidavit from Claude L. Leitzsey, Jr., which confirms that the size of the email attachment containing the pleadings was "approximately 7 MB of data." (Paragraph 2) However, Leitzsey asserts that he never received any notice of non-delivery.

The second affidavit is by Kevin W. Killoy, who has worked in computer installation maintenance and repair for 25 years. Mr. Killoy was asked by Mr. Ormand (for whom Mr. Killoy regularly works as a maintenance technician) to check the computer system of Mr. Ormand's offices for any Leitzsey emails received. Mr. Killoy establishes there was no April 7, 2011 email from Leitzsey received by Ormand.

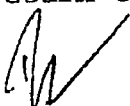
The Court would question why attorney Ormand and the three defendants did not request Killoy to inspect the computer system of Leitzsey, and determine whether there were any sent or unsent or undelivered emails to Ormand. The Court infers that Killoy was not asked to so search, because there would be no such emails found from that end of the process, either. The Court also notes that Mr. Killoy does not dispute any of the specific statements in the Boling affidavit concerning the size of attachments that can be sent or received by either the lawyer's or the Defendants' email provider, and in fact the supplemental affidavit of Mr. Leitzsey, Jr. agrees that the lien and pleadings only constituted 7 MBs in size, which should easily have been able to be sent and received.



The Court finds that Defendants in fact never transmitted the pleadings to their lawyer. Furthermore, even in their own return, and affidavits, Defendants admit they only "assumed" their email had been received, "assumed" the documents had been delivered to Ormand, "assumed" their attorney was answering, and failed to call or email him to confirm any of the above. Defendants therefore have failed to provide to the Court a satisfactory explanation for their default. Pursuant to the directives of the South Carolina Supreme Court in Sundown, it is unnecessary to carry the analysis any further. Even though further analysis is unnecessary the court finds in its discretion that good cause has not been shown in an analysis of the Wham factors.

The Court finds that Plaintiff is entitled to judgment against Defendants for \$16,100, plus interest and attorney's fees through date of foreclosure of the liens.

The Court has specifically considered the affidavit of attorney's fees attached to the motion for entry of default judgment, supported by an itemized statement of the services and costs expended, showing that through June 28, 2011, when the motion for default was served and filed, Plaintiff had incurred total fees and costs of \$3,179. The Court finds that this is a just and reasonable amount of attorney's fees, considering all of the factors set forth in Baron Data Systems, Inc., vs. Loter, 297 S.C. 382, 377 S.E.2d 296 (1989). Further, the affidavit and itemized fee bill were attached to the motion for entry judgment by default, pursuant to SCRPC Rule 55(b)(3), and no objection has been filed by the opposing parties within ten days of service. While Defendants did file a return to the motion, there was no



dispute as to the amount of fees sought. Therefore, this is a reasonable attorney's fee pursuant to § 29-5-10, South Carolina Code of Laws.

In addition, simple interest at the rate of 8.75% per annum is also due on the debt of \$16,100, pursuant to § 34-31-20, running from February 15, 2011 through date of entry of this judgment, totalling \$939.16.

Therefore, judgment shall be entered against Defendants Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., and Lisa M. Leitzsey in the following amounts:

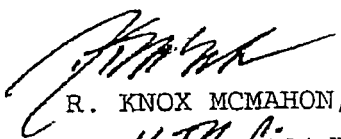
\$16,100.00	Principle debt
939.16	Interest
<u>3,179.00</u>	Attorney's fees and costs
\$20,218.16	Total

The Court further finds that it would proper at this stage to refer this case to the Master-In-Equity for Lexington County, for foreclosure of the lien and an award of the additional interest and attorney's fees due at the time of foreclosure of the lien.

Now, IT IS HEREBY ORDERED that this case is referred to the Honorable James O. Spence, Master-In-Equity for Lexington County, for public sale of the premises, pursuant to statute, in foreclosure of Plaintiff's mechanic's lien, as well as award of additional reasonable attorney's fees and costs, and statutory judgment interest through date of sale;

AND IT IS FURTHER ORDERED that judgment is entered against Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., and Lisa M. Leitzsey in the amount of \$20,218.16.

AND IT IS SO ORDERED.


R. KNOX MCMAHON, JUDGE
11th Circuit
21 Nov 11

ORIGINAL

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) FOR THE ELEVENTH JUDICIAL CIRCUIT
Carolina Refrigeration Services,)
Plaintiff,) Civil Action No. 2011-CP-32-1369
v.)
Claude L. Leitzsey, Sr., Claude L.)
Leitzsey, Jr., Lisa M. Leitzsey and)
Branch Banking and Trust Company,)
Defendant,)

ORDER

**Granting In Part and Denying In Part
Defendants' Motion to Reconsider**

FILED
2012 NOV 27 A 11:11
BETH A. CARRIGGS
CLERK OF COURT
LEXINGTON, SC
PFB

This matter comes before the Court pursuant to a SCRCP 59(e) Motion to Amend or Amend Judgment or in the alternative grant a new trial or rehearing pursuant to SCRCP 59(a) that was made by counsel on behalf of Defendants Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., and Lisa M. Leitzsey (hereinafter "Defendants"). A hearing was held on this motion on July 18, 2012, present was Jean P. Derrick, Esquire, representing the Plaintiff and Gerald D. Jowers, Esquire, representing the Defendants Leitzsey. Defendants' motion originates in response to the Order entered by this Court on November 21, 2011. The November, 2011 Order ruled on the hearing in this matter conducted on September 8, 2011, on Plaintiff's Motion for Entry of Default Judgment against Defendants. After reviewing the clerk's file, the evidence presented, the arguments from both sides, and the applicable law, the Defendants' Motion to Reconsider



pursuant to SCRCP 59(e) and 59(a) is, for the reasons stated herein, granted in part and denied in part.

Defendants' motion argues that "[t]he Court erred in granting an in personam judgment against the Defendants Leitzsey. The error being this is an action for foreclosure of a mechanic's lien and not one for a personal judgment against them. The lien should be perfected against the subject property and not against the Defendants Leitzsey." After consideration of South Carolina Code Sections 29-5-10, et seq., the November 21, 2011 Order is amended to provide for judgment to be entered against the subject property and not *in personam* against the Defendants Leitzsey as previously ordered.

In addressing the remaining grounds of Defendants' motion, this Court would refer Defendants to the portion of the Court's Order citing to *Sundown Operating Company, Inc. v. Intedge Industries, Inc.*, 383 S.C. 601, 681 S.E.2d 885 (2009), in which the Supreme Court of this state set forth the reasoning process for a Circuit Court to follow in making a determination of whether an entry of default should be set aside "for good cause shown," the standard under SCRCP Rule 55(c). *Sundown* states:

This standard requires a party seeking relief from an entry of default under Rule 55(c) to provide an explanation for the default and give reasons why vacation of the default entry would serve the interests of justice. Once a party has put forth a satisfactory explanation for the default, the trial court must also consider (1) the timing of the motion for relief; (2) whether the defendant has a meritorious defense; and (3) the degree of prejudice to the plaintiff if relief is granted...The trial judge need not make specific findings of fact for each factor if there is sufficient evidentiary support on the record for the finding of the lack of good cause. *Id.*, 383 S.C. at 607, 681 S.E.2d at 888.

As this Court's earlier Order pointed out in more detail, *Sundown* recognizes that a party must first prove a reasonable explanation for their failure to answer before the Court



proceeds to consider the three-factor analysis first set forth in *Wham v. Shearson Lehman Bros.*, 298 S.C. 462, 465, 381 S.E.2d 499, 502 (Ct. App. 1989).

In particular, the November, 2011 Order cited to the example set in *Williams v. Vanvolkenburg*, 312 S.C. 373, 440 S.E.2d 408 (Ct. App 1994), in which the Court noted that whether defendants failed to ask their attorney to file an answer, or whether the attorney was negligent in failing to answer was irrelevant—the defendants failed to demonstrate good cause by setting forth any other valid reason why they had failed to answer the Complaint. In the present case, through the Defendants' own admission via filed Affidavit, the Defendants made clear that they merely assumed their transmittal of the court documents was effected, while also admitting that they failed to exercise reasonable diligence in ascertaining whether or not their transmission was successful. This Court finds a satisfactory explanation by the Defendants for their default to be absent. For the reasons stated herein, Defendants' Motion is respectfully denied on all other grounds.

IT IS THEREFORE ORDERED that the November 21, 2011 Order of the Court be amended so that judgment be entered against the subject property and not the Defendants personally.

IT IS THEREFORE ORDERED that Defendants' Motion for reconsideration is DENIED on all other grounds.

AND IT IS SO ORDERED.

26 Nov, 2012
Lexington, South Carolina


The Honorable R. Knox McMahon
Presiding Judge for the Eleventh Judicial Circuit

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2012 NOV 27 A 11:21
BETH A. CARRIGG
CLERK OF COURT
LEXINGTON, SC

DN

ORIGINAL

STATE OF SOUTH CAROLINA FILED IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.

Plaintiff,

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

Case No.

2011013257 FILED, RECORDED, INDEXED
2011-03-31 12:46:26:110
REC FEE: \$12.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 6
Lexington County R.O.D. Debra M. Gunter
MECHANICS LIEN Bk:Pg 14798:129

TO: CLAUDE L. LEITZSEY, SR., CLAUDE L. LEITZSEY, JR., LISA M. LEITZSEY AND
BRANCH BANKING & TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that Carolina Refrigeration Services, Inc , has
furnished materials, supplies and labor pursuant to an accepted bid between Carolina
Refrigeration Services, Inc. and Claude L. Leitzsey, R., Claude L. Leitzsey, Jr. and Lisa M.
Leitzsey for improvements to property owned by Claude L. Leitzsey, R., Claude L. Leitzsey,
Jr. and Lisa M. Leitzsey.

YOU ARE FURTHER NOTIFIED that materials, supplies, and labor were furnished
from December 17, 2010 through January 15, 2011, as the attached Statement of Account
reflects; that said attached statement by reference is made a part of hereof. The total sum
due is \$16,100.00.

The premises improved by labor and materials furnished by Carolina Refrigeration
Services, Inc., are more completely described as follows:

All that certain piece, parcel, or lot of land, with any improvements
thereon, situate, lying and being in the County of Lexington, State of
South Carolina, on the waters of Lake Murray, and being more

particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

FILED
2011 MAR 31 A 11:10
BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072

FILED

2011 MAR 31 A 11:10



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657

BETH A. CARRICO
CLERK OF COURT
LEXINGTON, SC.

Attorney for Plaintiff

Lexington, South Carolina

March 25, 2011

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 MAR 31 A 11:10

Carolina Refrigeration Services, Inc.,

Case No.

Plaintiff,

BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

STATEMENT OF ACCOUNT

vs.

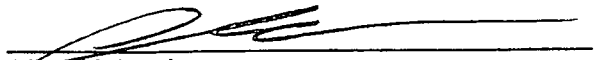
Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

PERSONALLY APPEARED before me Chris Hutnyak who, being duly sworn, deposes
and says.

1. Pursuant to an accepted bid, Carolina Refrigeration Services, Inc. furnished materials,
supplies and labor for improvements to property owned by Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr. and Lisa M. Leitzsey. There remains due and owing, for all labor, supplies and
materials furnished under that bid, the total principal sum of \$16,100.00. All just credits have
been allowed on this amount, and this is the net sum due and owing.

2. Said materials, supplies and labor were furnished beginning December 17, 2010
through January 15, 2011.


Chris Hutnyak
President, Carolina Refrigeration Services, Inc.

SWORN TO before me this
31 day of March, 2011


Notary Public for South Carolina
My Commission Expires: 11-18-13

**CAROLINA REFRIGERATION
SERVICES INC.**
P.O. BOX 2013
LEXINGTON, SC. 29701

877-926-7697

Service Invoice

FILED

Date	Invoice #
12/17/2010	C-1191

2011 MAR 31 A 11:10

BETH A. CARRICO
CLERK OF COURT
LEXINGTON SC

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 29702 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR. LEXINGTON, SC. 29702

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
1	HVAC INSTALLATION MATERIALS AND LABOR SERVICES 1. ROUGH IN THE ENTIRE HVAC PLAN FOR THE SUPPLY AND RETURN AIR VENT LOCATION. 2. MEET WITH HOME OWNER TO DISCUSS LAYOUT AND TO INPUT ON JOB. 3. INSTALL ENTIRE DUCTWORK SYSTEM THROUGHOUT THE HOUSE. 4. SET IN PLACE ALL AIR HANDLER UNITS WITH ZONE DAMPERS. 5. RUN REFRIGERANT LINE SET FROM ATTIC TO THE CONDENSERS. 6. INSTALL ALL CEILING VENTS AND WALL REGISTERS. 7. INSTALL PROGRAMMABLE THERMOSTATS FOR BOTH UP AND DOWNSTAIRS UNITS. 8. SET AND CONNECT ALL REFRIGERATION LINES. PRESSURIZE SYSTEM AND CHECK FOR LEAKS, EVACUATE LINES AND INSTALL REFRIGERANT CHARGE UNIT MODEL AND SERIAL NUMBER INFORMATION: 1. AIR HANDLER: M# B4VM-X30K-B R410A VARIABLE SPEED AIR HANDLER S#B4D091203070 2. AIR HANDLER: M# B4VM-X48K-C R410A VARIABLE SPEED AIR HANDLER S#B4D100607154 1. CONDENSER UNIT:	16,100.00	16,100.00

Thank you for your business.

Invoice Subtotal

Sales Tax 7.0%

Invoice Total

Payments/Credits

Balance Due

Fax #	E-mail	Terms
803-808-2841	CHRIS.CRS@WINDSTREAM.NET	Due on receipt

**CAROLINA REFRIGERATION
SERVICES INC.**
P.O. BOX 2013
LEXINGTON, SC. 29701

Service Invoice

Date	Invoice #
12/17/2010	C-1191

877-926-7697

2011 MAR 31 A 11:10

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 29702 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR LEXINGTON, SC. 29702

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
	M# FT4BE-030K S#FTD100501823 2. CONDENSER UNIT: M# FTBE-048K S#FTD090601933		

Thank you for your business.

			Invoice Subtotal	\$16,100.00
			Sales Tax (7.0%)	\$0.00
			Invoice Total	\$16,100.00
			Payments/Credits	\$0.00
Fax #	E-mail	Terms	Balance Due	\$16,100.00
803-808-2841	CHRIS.CRS@WINDSTREAM.NET	Due on receipt		

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 APR -6 1:03 PM Case No.

Carolina Refrigeration Services, Inc.,

Plaintiff,

SETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

vs.

SUMMONS

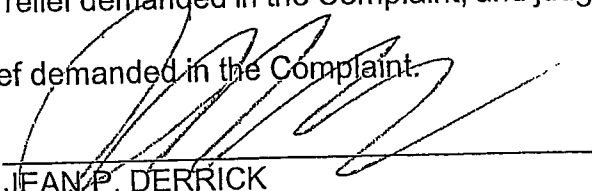
Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

2011CP3201369

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at her office at P.O. Box 929, 205 West Main Street, Lexington, South Carolina 29071, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, and judgment by default entered against you for the relief demanded in the Complaint.


JEAN P. DERRICK
Attorney for Plaintiff
Post Office Box 929
205 West Main Street (29072)
Lexington, South Carolina 29071
(803) 359-61819
Fax: (803) 808-1657
jderrick@windstream.net

Lexington, South Carolina
April 6, 2011

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.,)
2011 APR - 6 P 1:31 Case No.

Plaintiff,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

vs.

COMPLAINT

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

2011CP3201369

Plaintiff above captioned appears and alleges as follows:

1. It is a duly incorporated company, with its principal place of business in Lexington County, South Carolina, and doing business therein.
2. Defendant individuals Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, are, upon information, citizens and residents of the State of South Carolina, County of Lexington.
3. Defendant Branch Banking & Trust Company is joined as a Defendant by virtue of a mortgage from Claude L. Leitzsey, Jr., Lisa M. Leitzsey, and Claude L. Leitzsey, Sr. recorded on June 25, 2010 in Book 14312 at Page 247, re-recorded on July 6, 2010 in Record Book 14330 at Page 78, and by virtue of said mortgage may claim an interest or lien upon the subject premises.
4. On or about December 17, 2010 Plaintiff had an accepted bid with Defendants to construct improvements upon real estate titled in the name of Defendant Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey which real estate is

more completely described as follows:

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072

5. Plaintiff fully performed under its accepted bid and work was completed on or about January 15, 2011. At that time, Plaintiff was owed the sum of \$16,100.00 pursuant to the terms of the accepted bid for materials, supplies and labor furnished through January 15, 2011 for the benefit of Defendants, and for the improvement of the above described real estate.

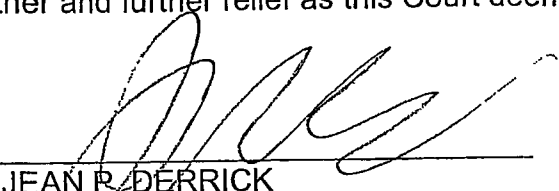
6. Defendants have thus far failed and refused to pay the sums due Plaintiff pursuant to the accepted bid, as well as interest and late fees accruing thereon.

7. Plaintiff filed and served a mechanic's lien and lis pendens on March 31, 2011, which contains a verified statement of account attesting that Plaintiff is owed by Defendants \$16,100.00; the mechanic's lien and lis pendens have been duly served upon all Defendants, but no payment has been forthcoming.

8. Plaintiff is informed and believes therefore that it has established a valid mechanic's lien upon the above described real estate, and it is entitled to foreclose said mechanic's lien, selling the real estate pursuant to judicial sale, and being reimbursed at that time for all sums of principle and interest, due pursuant to the terms of the accepted bid; Plaintiff is also informed and believes that it is entitled to an award of attorney's fees and costs pursuant to the mechanic's lien statutes of the State of South Carolina, Sections 29-5-10 et. seq., South Carolina Code of Laws, 1976.

WHEREFORE, Plaintiff would pray that this Court foreclose its mechanic's lien, order a judicial sale of the property, and award Plaintiff all principle and interest, including statutory interest due on its contract with Defendants, as well as all attorney's fees and

costs of this action, together with such other and further relief as this Court deems meet and proper.



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29071
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina

April 6, 2011

2011 APR -6 2 1:37
KATHA A. CARRIGE
CLERK OF COURT
LEXINGTON SC

FILED

JM

SCANNED

DN

FILED

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

) IN THE COURT OF COMMON PLEAS
) ELEVENTH JUDICIAL CIRCUIT
2011 MAY 17 P 12:58

Case No.2011-CP-32-1369

Carolina Refrigeration Service, Inc. and
Plaintiff,
Clerk of Court
LEXINGTON

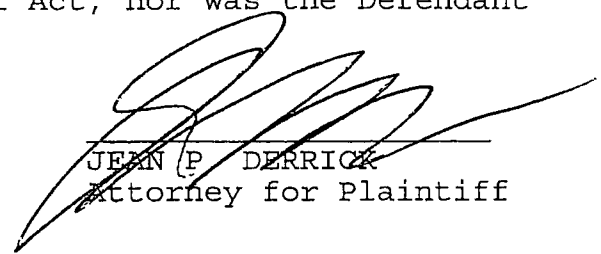
vs.

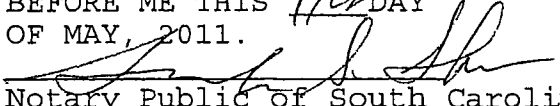
AFFIDAVIT OF DEFAULT

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,
Defendants.

PERSONALLY APPEARED before me, the undersigned attorney, who first being duly sworn, deposes and says that she is the attorney for the Plaintiff in this action; that a Summons and Complaint filed April 6, 2011, was personally served on Defendant Lisa M. Leitzsey, on April 7, 2011, as evidenced by the Affidavit of Service filed April 13, 2011, and that more than thirty (30) days have elapsed, exclusive of the day of service; but no reply or any other pleading has been served upon Plaintiff; and that the said Defendant is now in default.

Affiant further states that to the best of her knowledge, information and belief, the Defendant is not a member of the Armed Forces of the United States of America as contemplated by the Soldiers' and Sailors' Relief Act, nor was the Defendant such when this action commenced.


JEAN P. DERRICK
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 17th DAY
OF MAY, 2011.

Notary Public of South Carolina
My Commission Expires: 6/30/13

SCANNED JM

DN

7/13/11

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

MAY 17 12:58

Case No. 2011-CP-32-1369

Carolina Refrigeration Services, Inc.)
Plaintiff,)
BETHA CARRIG)
CLERK OF COURT)
LEXINGTON)

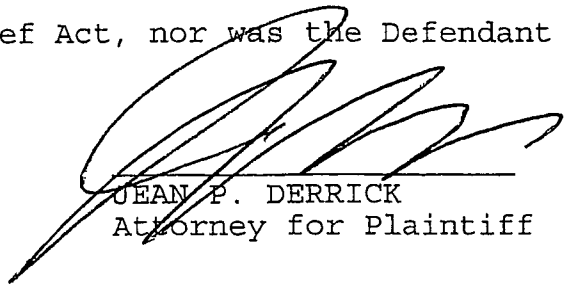
vs.)

AFFIDAVIT OF DEFAULT

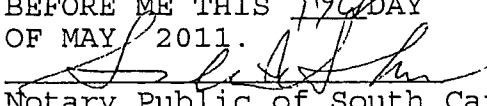
Claude L. Leitzsey, Sr., Claude L.)
Leitzsey, Jr., Lisa M. Leitzsey and)
Branch Banking & Trust Company,)
Defendants.)

PERSONALLY APPEARED before me, the undersigned attorney, who first being duly sworn, deposes and says that she is the attorney for the Plaintiff in this action; that a Summons and Complaint filed April 6, 2011, was personally served on Defendant Claude L. Leitzsey, Jr., on April 7, 2011, as evidenced by the Affidavit of Service filed April 13, 2011, and that more than thirty (30) days have elapsed, exclusive of the day of service; but no reply or any other pleading has been served upon Plaintiff; and that the said Defendant is now in default.

Affiant further states that to the best of her knowledge, information and belief, the Defendant is not a member of the Armed Forces of the United States of America as contemplated by the Soldiers' and Sailors' Relief Act, nor was the Defendant such when this action commenced.


JEAN P. DERRICK
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 17th DAY
OF MAY 2011.


Notary Public of South Carolina
My Commission Expires: 6/20/17

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT
2011 MAY 17 P 12:51

Carolina Refrigeration Services, Inc. Case No. 2011-CP-32-1369
Plaintiff,
vs.
Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,
Defendants.

AFFIDAVIT OF DEFAULT

PERSONALLY APPEARED before me, the undersigned attorney, who first being duly sworn, deposes and says that she is the attorney for the Plaintiff in this action; that a Summons and Complaint filed April 6, 2011, was personally served on Defendant Claude L. Leitzsey, Sr. on April 8, 2011, as evidenced by the Affidavit of Service filed April 13, 2011, and that more than thirty (30) days have elapsed, exclusive of the day of service; but no reply or any other pleading has been served upon Plaintiff; and that the said Defendant is now in default.

Affiant further states that to the best of her knowledge, information and belief, the Defendant is not a member of the Armed Forces of the United States of America as contemplated by the Soldiers' and Sailors' Relief Act, nor was the Defendant such when this action commenced.

JEAN P. DERRICK
Attorney for Plaintiff

SWORN TO AND SUBSCRIBED
BEFORE ME THIS 17 DAY
OF MAY, 2011.

Notary Public of South Carolina
My Commission Expires: 6/20/11

COPY

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS

FILED
2011 JUN 20 A 10:19

Carolina Refrigeration Services, Inc.)
Plaintiff,)
vs.)

ANSWER OF DEFENDANTS
LEITZSEY

JEFF A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr. and Lisa M. Leitzsey, and)
Branch Banking and Trust Company)
Defendants,)

C/A NO.: 2011-CP-32-1369

Defendants Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey
answering the Complaint of the Plaintiff allege:

FOR A FIRST DEFENSE

1. The allegations of Paragraphs 1, 2 and 3 are admitted.
2. With respect to the allegations of paragraph 4, these Defendants deny that there was a contract of any type whatsoever between them and the Plaintiff; any work performed by Plaintiff on the real property of these Defendants was pursuant to a contract between the Plaintiff and Baudo & Associates Home Builders, Inc. ("Baudo") who was the general contractor for the construction of a dwelling on the property of these Defendants that is described in this paragraph of the Complaint.
3. The allegations of paragraph 5 and 6 are denied because Plaintiff was a subcontractor of Defendant Baudo and these Defendants have no knowledge as to whether or not Baudo has paid the Plaintiff.
4. With respect to the allegations of paragraph 7, the Defendants admit that Plaintiff filed a Mechanics Lien against their property but deny its validity or that it was

properly served. Further responding, these Defendants allege that the Notice of Lien does not comply with the requirements of Section 29-5-15 of the Code of Laws of South Carolina, 1976 as amended that provides that “ ... a contractor must provide the county clerk of court or register of deeds proof that he is licensed...” and “... the contractor must record his contractor license number or registration number on the lien document when the lien document is filed.” The Plaintiff did not place its contractor’s license number on the lien document and because this statute is mandatory, the lien is invalid.

5. The allegations of paragraph 8 are denied.

FOR A SECOND DEFENSE

6. The allegations of paragraphs 1 through 5 are realleged and incorporated herein by this reference.

7. On or about June 6, 2010 Defendants Claude L. Leitzsey, Jr. and Lisa M. Lietzsey made a contract with Baudo & Associates Home Builders, Inc. (“Baudo”) for the construction of a residence on their property known as 1588 Spence Drive, Lexington, South Carolina, and this is the same property described in the Complaint, a copy of this Construction Agreement is attached hereto as Exhibit A and incorporated herein by this reference and is sometimes referred to hereinafter as the “Agreement.”

8. Plaintiff was presumably hired as a subcontractor of Baudo. These Defendants did not hire the Plaintiff nor did they have any agreements with the Plaintiff nor did they have any direct contact with the Plaintiff.

9. This Construction Agreement provides that these Defendants will pay Baudo for the construction of the dwelling the total sum of \$475,184.00.

10. Baudo commenced construction in compliance with the Agreement and these Defendants paid Baudo draw payments as it requested them pursuant to the Agreement as construction progressed.

11. On or about February 2, 2011, Baudo advised these Defendants that it was unable to continue and complete the project and thereby breached the Agreement with them. At this time, these Defendants were in full compliance with the Agreement and Baudo did not have any legal reason for abandoning the project and breaching the Agreement.

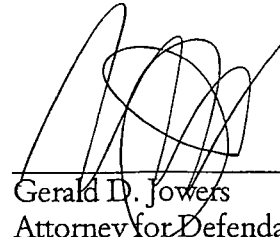
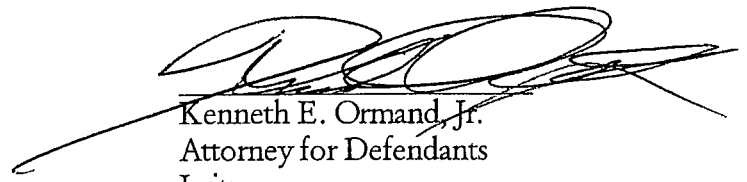
12. On the date of the breach of the Agreement, the home was not completed and these Defendants had paid Baudo the sum of \$422,594.00 for the work that had been completed.

13. Because of the breach of the Agreement by Baudo, these Defendants were forced to complete the dwelling on their own. They completed the dwelling in the manner contemplated by the Construction Contract with Baudo at the additional cost of \$86,422.18 for labor and material. This cost exceeded the contract price with Baudo by the sum of \$33,832.18.

14. As a result of the breach of the Agreement, Baudo is liable to these Defendants for their damages that include, but are not limited to, the amount they spent to complete the dwelling that exceeded the price stated in the Construction Agreement that is \$33,832.18.

15. These Defendants are not liable to the Plaintiff or any other subcontractor of Baudo as they have spent more than the contract price to complete the dwelling due the default by Baudo as provided in Section 29-5-40 of the Code of Laws of South Carolina, 1976 as amended.

WHEREFORE, the Defendants pray that the Complaint be dismissed and their costs and attorney fees be assessed against the Plaintiff and for such other and further relief as the Court deems just and proper.


Gerald D. Jowers
Attorney for Defendants
Leitzsey
1802 Sumter Street
Columbia, SC 29201
Kenneth E. Ormand, Jr.
Attorney for Defendants
Leitzsey
PO Box 8657
Columbia, SC 29202

June 16, 2011

THIS CONTRACT IS SUBJECT TO ARBITRATION PURSUANT TO S.C. CODE
ANN. § 15-48-10 ET SEQ., AS AMMENDED

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON) CONSTRUCTION AGREEMENT

Parties and Date.

Agreement made this 6th day of June, 2010, between Claude L. Leitzsey, Jr. and Lisa M. Lietzsey, hereinafter referred to as "Owner," and Baudo & Associates Home Builders, Inc., hereinafter "Contractor."

Offer and Description.

Owner agrees to buy, and Contractor agrees to construct a house or building on property located at 1588 Spence Drive, Lexington, South Carolina 29072, hereinafter referred to as "Property." This Construction Agreement subject to all covenants of record, governmental statutes, ordinances, rules and regulations.

Description.

Building and specifications to be constructed known as "Claude L. Leitzsey, Jr. and Lisa M. Lietzsey Custom Home" and further described on "Attachment A". Since Owner has requested changes from designer's original plans, Owner agrees to accept all variations from designer's original plans and waives all objections to non-conformance with the original plans. Contractor will utilize quality materials and normal accepted building practices and standards to facilitate modifications to designer's original plans.

Purchase Price and Terms.

The total estimated cost of this project is **\$475,184**

Four Hundred Seventy-Five Thousand One Hundred Eighty-Four and no/100 Dollars

This Agreement includes Allowances totaling **\$56,950**

Fifty-six thousand nine hundred fifty and no/100 Dollars

Allowance Itemization

- 8.00 - Allowance: FRONT DOOR\$2,000.00
8.01 - Allowance: LIGHT FIXTURES\$4,500 00
8.02 - Allowance: APPLIANCES\$8,000.00
8.03 - Allowance: CABINETS w/ handles & pulls\$11,000.00
8.04 - Allowance: CABINET GRANITE TOPS\$6,500.00
8.05 - Allowance: VANITIES\$4,000 00
8.06 - Allowance: Cultured marble TOPS\$1,950.00
8.07 - Allowance: Carpet/Hardwood\$11,500.00
8.08 - Allowance: TILE\$7,500.00
8.09 - Landscaping by owner\$0.00
8.10 - All built-in cabinets/desks etc by Owner, and to be paid from baint allowance\$0.00

As outlined on Job Cost Itemization of even date, Owner understands that Allowances are budgetary estimates only, and further understands that should there be cost overruns for any Allowances, the Owner will bear any added expense incurred to facilitate obtaining and/or completing these items.

Should there be a surplus of Allowance funds at the conclusion of this Agreement, the surplus shall be deducted from the final draw due to the Contractor. If the Owner chooses to use any part of the Allowances to directly contract additional work through a third party, Owner agrees to allow Contractor to openly communicate with all parties Owner has contracted to perform or facilitate the preceding. Any advice that Contractor may give Owner regarding these matters does not constitute the assumption of any responsibility or liability by Contractor.

Owner agrees to pay Contractor **\$475,184**
Four Hundred Seventy-Five Thousand One Hundred Eighty-Four and no/100 Dollars

To be paid as follows:

Down Payment.

Down payment to be paid by Owner in the amount of **\$100,000**
One hundred thousand and no/100 Dollars

upon execution of this Agreement, to be retained by Contractor. Retainer and/or Down Payment
Received **\$0** Balance of Down Payment Due **(\$100,000)**

Construction Draws.

The balance of remaining funds, after down payment and deposits or retainers, (if applicable),
in the amount of **\$375,184**

Three Hundred Seventy-Five Thousand One Hundred Eighty-Four and no/100 Dollars

are to be delivered to Contractor by Owner as outlined on Contractor's Draw Schedule evidenced on Attachment "B". Contractor will submit draw request by 12:00 p.m. on Monday, and shall receive each draw no later than five (5) days from request. Contractor understands that should draw request be submitted after Monday, Owner may take longer than five (5) days but less than ten (10) days to issue that draw. Amount paid at delivery will be cash, cashiers check, or certified funds. Owner acknowledges responsibility for customary fees applicable to Owner, including all fees associated with obtaining financing, architectural review fees, home owners association dues, property taxes, deed preparation, documentary deed/tax stamps, builder's risk insurance, title search/abstract, title insurance premiums, attorney's fees, recording fees, etc., unless otherwise modified herein. Contractor acknowledges responsibility for contract preparation.

Owner agrees that price quoted is based on materials and supplies quoted as of June 6th, 2010. Owner acknowledges that if construction does not commence within 30 days after date of quote, purchase price may change, and Agreement will be modified accordingly. Changes in purchase price must be approved by Contractor and Owner in writing prior to commencement of construction.

Disclaimer.

Contractor does not affirm title to Owner's property or warrants Owner's Property as to merchantability or fitness.

Commencement.

Owner understands and agrees that time is of the essence, and Owner's execution of this Agreement authorizes Contractor to begin those activities necessary to initiate the construction described in Agreement, which may include, but not be limited to, survey, appraisal, title search, permitting and other such related expenses. All such expenses incurred by Contractor in initiating performance of Agreement are attributable to Owners secured debt obligation to Contractor.

Notice.

Any written notice is to be delivered to Contractor at 309 Corley Manor Court, Lexington, South Carolina 29072, or by fax at (803) 996-1458, attention Steve Baudo. Any written notice to Owner

under this Agreement shall be promptly delivered to Owner at 5517 Faurwood Oaks Place, Louisville, KY 40291 or faxed to Owner at 502-449-8412, attention Claude L. Leitzsey, Jr..

Insurance.

During the period of construction, Owner shall procure and keep in force insurance protection from any insurance provider acceptable to Contractor, providing not less than the coverage afforded by a fire and extended coverage policy and flood insurance (required if Property located in identified flood area) in an amount not less than the total amount owed to Contractor. Owner shall provide to Contractor written evidence of said coverage with an effective date not later than the date that any framing construction upon the Property commences. Owner understands and agrees that any loss, injury or destruction of the house or other improvements installed by Contractor shall not release Owner from performance under this Agreement or payment. Should Owner fail to secure or maintain adequate and acceptable insurance coverage on Property, Contractor may at his/her option obtain insurance coverage to protect the Property. The cost of this coverage will be charged to Owner and this coverage may be more expensive and more restrictive than what could be obtained by Owner. Unless otherwise agreed, the amount of coverage on the Property will reflect the purchase price of the Agreement.

Covenants of Title.

Owner warrants that he owns the Property, and that the same is free and clear of all mortgages, deeds of trust, liens, encumbrances or restrictive covenants, which would prevent the location or construction of the house or improvements described above. Owner further warrants that the Property fronts on a public street/highway or that access to the Property is by way of a written and recorded easement of ingress and egress and that no covenant or other restrictions would prohibit the construction of the building described in this agreement. Owner agrees to provide Contractor with a Title Insurance commitment verifying all easements, restrictions and covenants of record.

Owner's Responsibilities.

Owner understands and agrees that: (A) Land cost, surveys, sewer tap fees, water tap fees, water meter, builder's risk insurance, electricity usage, water usage, financing costs including, but not limited to, origination fees and construction loan payments are Owner's responsibility, unless otherwise in this agreement. Contractor EXCLUDES all warranties on landscaping, trees, grass, shrubs, flowers, grading, backfill, control of water, disposition of existing trees, soil erosion, installation and/or performance of irrigation system, and any other item for which Owner is responsible. Owner will provide to Contractor a survey identifying the property boundaries, a survey identifying the location of Owner's proposed home location, and a survey of the foundation location "as built". Contractor is responsible for installing connections to both potable water and waste system (sewer or septic tank) to the house. Owner must advise Contractor of the desired location of the; (1) Plumbing and sewer stub-out and (2) Location of the heating/cooling system(s). These locations must be determined and notice given to Contractor prior to the start date of site construction. Contractor has no responsibility or liability regarding loss or damage from any moisture, mold, erosion, settling or other problems or circumstances arising from or as a result of the clearing, grading, landscaping, and/or existing natural water flow, soil conditions or the general topography of the Property. Any advice that Contractor may give Owner regarding these matters does not constitute the assumption of any responsibility or liability by Contractor. (B) Owner is responsible for ascertaining that utility services are available to the Property and providing access

to the service at the building site of the permanent electrical, gas, water, sewer and any other required utility. Owner must determine, through communication with the utility provider and Contractor, the required location of the physical attachment for utility connection(s) to the house. Contractor must be aware of utility connection locations not later than the date the foundation footing is started.

Foundation.

If the Property soil condition (including but not limited to soil compaction, presence of rock, etc.) of the building site require a foundation footing exceeding the standard footing in cost or scope of work (as described on Attachment "A"), or should the local inspection department require items beyond standard code requirements or as additional code requirements not in effect at the date Agreement is executed, then Owner will pay all additional charges for the required labor and material for the completion of the footings, foundation, steps, concrete slabs and/or chimney. Such additional charges shall be calculated at a rate of cost plus 10%. Contractor shall provide Owner prompt written notice if any determination that additional labor, materials is needed regarding the soil or foundation and the increased cost to Owner associated therewith in order for owner to approve additional work and charges prior to commencement of additional work.

Site, Access & Cooperation.

Owner shall provide unrestricted access to the Property to Contractor and shall be responsible for the location of the house within the Property boundaries and set-backs. Owner shall cooperate with Contractor in the timely construction of the house or improvements and shall take no action or fail to take such action so as to prevent Contractor from performing under this Agreement. Owner agrees to fully cooperate with Contractor in a reasonable manner to carry out the terms of this Agreement.

Debris Removal.

Unless otherwise indicated in this Construction Agreement or Attachments, Owner is responsible for removal of all trees, trash, rock, etc., as a result of clearing the Property prior to construction. Contractor shall provide all clean-up, containment during construction and removal of all construction debris developed as a result of this Agreement, from both the interior and exterior of the house and the Property.

Work Interruption.

If Owner fails to perform in a timely and responsible manner the duties and obligations conducive to the completion of the Agreement or impedes Contractor's activities in a manner which results in Contractor being unable to proceed with construction activities for more than ten (10) days at any time, or if construction draws are not delivered to Contractor as described in this agreement, a daily penalty calculated at 12.00% per annum, using a 360 year, assessed on a daily basis, on the dollar amount owed to Contractor, shall be charged to Owner beginning on the 11th day. Contractor has no liability for delays caused by strikes, acts of God, delays in delivery of materials, delays resulting from that which is beyond Contractor's control, Change Orders or selection of materials, including substitute materials. Contractor shall provide Owner with prompt written notice of Work Interruption caused by Owner. Notification shall include date, reason for interruption, and proposed work out.

Additional Expenses.

Owner acknowledges that pricing offered does not include additional costs required for newly enforced building code or other regulatory compliance not anticipated in the pricing, including but not limited to those that apply to flood zones, high wind zones, community association requirements or other more restrictive building areas where codes, standards and/or restrictions in excess of the minimums are applied. Additional costs incurred will result in Owner paying additional out-of-pocket expenses at a rate of cost plus 10%.

Allowances.

Allowances, (if any – See "Attachment B"), are the sole responsibility of the Owner. (1) Owner acknowledges that any expense overages or additional funds required to perform any of the work described as allowances may be paid from funds detailed as allowances at the Contractor's discretion. (2) If Owner chooses to directly contract allowance items to a third party, Owner's completion of work to be performed through allowances must be fully concluded within ten days after Contractor's completion of items described on Attachment "A". If Completion Allowance items are not completed by Owner within ten days, or extended amount of time approved by Contractor, Contractor is thereafter permitted, in Contractor's sole discretion, to make the required selections on behalf of Owner and complete these items at Owner's expense at a rate of cost plus 10%. (3) The specific amounts for each allowance are the total amounts to be allocated on any described allowance item by Contractor. No substitution or alteration to allowances is available without prior written consent of Contractor. (4) Owner assumes all responsibility for construction costs required due to building code and other regulatory compliance that affects the pricing, item selection, installation and/or other performance in regard to those items completed as Owner Responsibilities. Cost over-runs and other expenses related to Owner's responsibilities are the sole responsibility of Owner and are not to be attributed to Contractor in any manner. (5) Owner agrees to hold Contractor harmless and indemnify Contractor for any injuries or damages resulting from Owner responsibility supplied items, labor and/or work effort, regarding those items, including Workmen's Compensation and liability claims regarding those items. Contractor is not acting as contractor in regard to Owner installed items and assumes no responsibility toward Owner's subcontractor(s), their employees or their performance.

Contractor's Right to Substitute.

In the event that Contractor is unable to obtain the exact materials specified on the plans and specifications through Contractor's ordinary and usual sources of supply, Contractor shall have the right to substitute materials of similar, comparable pattern and quality. Contractor shall notify Owner of substitution in writing through the use of a Change Order. In the event of a substitution, any deviation from original price will be based strictly on a cost only basis. Price increases shall be approved by Owner in writing prior to commencement of any changes or modifications.

Changes or Modifications to this Agreement.

Owner and Contractor agree that any changes or modifications to this agreement must be approved in writing by Owner and Contractor. Any costs associated with those changes or modifications will be identified on an executed "Change Order" approved by Owner and Contractor and the price established at cost plus 10%. Funds for "Change Order" related items are due in full to Contractor upon execution of the "Change Order" prior to work being performed. Owner acknowledges that changes or modifications may cause delays in completion of this Agreement.

Completion of Construction.

Contractor agrees to deliver the building free of debris and in clean condition. Contractor's completion of this Agreement is effected when: Contractor notifies Owner that those items described in the Construction Agreement are substantially complete. At time of such notification by Contractor, Owner may request within ten (10) days that Contractor inspect a punch list of construction items as provided by Owner. Owner must provide Contractor with itemized punch list fully describing all items to be inspected. Contractor will address each item listed and if determined to be the responsibility of Contractor, Contractor will make those repairs, replacements and/or revisions as considered reasonable and necessary by Contractor. If Owner does not request that a punch list be inspected within thirty (30) days of Owner's and Contractor's notification to Owner of completion, then Contractor will consider that all Contractor's obligations under this Agreement are fully complete and concluded. Construction of the dwelling shall be completed within 365 days from the date the footer is dug, providing that those items for which the Owner is responsible does not impede Contractor's ability to perform within that timeframe. If any delays are caused by Owner responsibility items or change orders, or due any event as described in "Work Interruption" above, the number of days those delays cause will be added to the completion time. In the event construction is not substantially completed within the timeframe as outlined above, Owner shall be entitled to liquidated damages from Contractor in an amount equal to Fifty Dollars (\$50.00) per day for each day in excess of 365 plus days added for "Work Interruption", by Owner responsibilities and change orders, that construction remains uncompleted. The total amount of liquidated damages Owner is entitled to under this provision shall be deducted from the final purchase price owed from Owner to Contractor upon completion of construction.

Acceptance of possession.

Owner agrees to accept final possession of the house not later than when the first of the following occurs or is effected: (1) Contractor has installed substantially all of the materials listed in this Agreement; or (2) The Certificate of Occupancy is issued; or (3) Owner commences work and/or occupies the house. Once one of the preceding occurs, all remaining funds, if any, due to shall be released to Contractor. Contractor agrees to repair reasonable punch-list items for up to one year after the completion of construction.

Loan Commitment.

Should Owner fail to obtain and deliver to Contractor an acceptable construction/permanent loan commitment, with a maximum loan amount of not less than the Purchase Price, within thirty (30) days of execution of this Construction Agreement, then Contractor may declare this agreement to be null, void and of no effect. Owner agrees to notify contractor during construction if any event occurs which changes or modifies the construction/permanent loan in any manner, and to allow Contractor to communicate openly with the Lender.

Condition of Property.

Contractor warrants the heating, air conditioning, plumbing and electrical systems to be operative condition upon Owner's possession.

Termite Inspection.

Contractor shall furnish, at Contractor's expense, Owner with a current certification from a bonded exterminator the herein described property has been treated for termites.

Home Inspection.

Owner agrees to meet with Contractor at Contractor's request, periodically throughout the construction of this Property. Owner acknowledges that Contractor requires continuous walk-through inspections with Owner at various stages of completion to ensure all terms of this Agreement are met in a workmanlike manner and meets standard and accepted building practices and/or code requirements. When construction is determined to be substantially complete by Contractor, Contractor shall, at Contractor's expense, have the home inspected by a firm or individual specializing in home inspections, or by an appropriately licensed South Carolina contractor, and Contractor shall, prior to Owner's possession of the home, but not more than twenty (20) days after the inspection, provide Owner with the inspector's report in writing, such items that do not meet acceptable standards, Contractor may agree by written addendum within 48 hours of written notification to remedy, repair or treat any defects or conditions at Contractor's expense, (excluding any items previously identified as Owner's responsibilities), for which Owner agrees to complete this sale according to the terms of this Agreement.

Invalidity of Provision(s).

If any provision of this Agreement is held unenforceable or invalid, the remaining portion of it will remain completely effective and will not be in any way affected by any other invalid provision(s).

Breach of Agreement.

If because of default or failure to perform upon the part of Owner or if the commencement of construction is delayed for more than thirty (30) days from the date of this Agreement for any reason, then Contractor shall have the option to cancel this Agreement and return to Owner all amounts paid by Owner including down payment minus documented expenses incurred by Contractor within thirty (30) days. If because of default or failure to perform solely upon the part of Owner, Owner shall pay to Contractor, in addition to the down payment which shall inure to Contractor, a sum equal to all other expenses pertaining to this Agreement incurred by Contractor, including administrative fees of \$4,600.00, design fees, survey costs, appraisal fees, attorney's fees and all other direct expenses, as damages for Owner's breach of this agreement. In any action to enforce the provisions of this Agreement, the prevailing party shall be entitled to the award of their costs, including reasonable attorney's fees.

Arbitration.

Contractor and Owner agree that in the event any dispute of any kind or nature arises as a result of this Agreement, this transaction, or concerning real property herein, the parties shall submit the matter to BINDING arbitration pursuant to S.C. Code Ann. Section 15-48-10 et. seq. (as amended); the South Carolina Rules of Alternative Dispute Resolution regarding a *trial de novo* as a right if dissatisfied with the arbitration ruling and award does not apply. Binding Arbitration shall be initiated upon service by certified mail of a written "Notice of Demand for Arbitration". The parties shall agree to the selection of a neutral arbitrator who shall be an attorney licensed to practice law in South Carolina and certified by the South Carolina Supreme Court as a neutral arbitrator. The parties agree that the costs and fees charged by the arbitrator and any costs associated with arbitration proceeding shall not be taxed or assessed against either party as an award, but such costs shall be born equally between Contractor and Owner. The location of the arbitration proceeding shall be Richland County. The payment of the Arbitrator's fees and costs of the arbitration shall be made prior to the issuance of the arbitration award. Any award, including reasonable attorney's fees and costs awarded by the arbitrator shall be BINDING and FINAL in accordance with S.C. Code Ann. Section 15-48-10 et. seq. (as amended); the South Carolina Rules of Alternative Dispute Resolution; and the law of South Carolina. Judgment shall be entered upon the arbitration award in accordance with South Carolina law and enforced by any court of competent jurisdiction.

Governing Law.

This Agreement shall be governed by and enforced according to the laws of the State of South Carolina. All rights and obligations contained in the Agreement shall be subject to any requirements and limitations of South Carolina law. If the applicable law is silent on a provision contained herein, such silence shall not be construed as a prohibition against such provision.

Severability.

This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules, and regulations. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to the extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

Entire Agreement; Binding Agreement.

The parties agree that this written Agreement expresses the entire Agreement between the parties, and that there is no Agreement, oral or otherwise, modifying the terms hereunder and that this Agreement shall be binding on both parties, their principals, heirs, personal representative, successors and assigns as state law permits.

Facsimile.

A Facsimile copy of this Agreement and any signatures hereon shall be considered for all purposes as an original.

WITNESS the parties hereby by their hands and seals this 6th day of June, 2010.

AS TO CONTRACTOR(S):

Witness to Contractor

Baudo & Associates Home Builders, Inc
TIN: 57-1182299

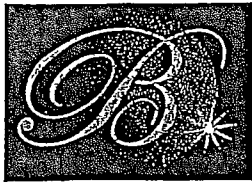
AS TO OWNER(S):

Witness to OWNER

Claude L. Leitzsey, Jr.

Witness to OWNER

Lisa M. Lietzsey



Baudo & Associates Home
Builders, Inc.



Custom Built Home for Claude L. Lietzsey, Jr. and Lisa M. Lietzsey

Attachment "A" - Features and Specifications

- 7.00 Custom Home Designed By Donald Gardner as furnished by cliets
- 7.01 Land Clearing, site prep, surveys
- 7.02 Land clearing
- 7.03 Building Permit
- 7.04 Builders Risk Insurance (By Owner)
- 7.05 Soil Pre-treat
- 7.06 Silt fence, Temp. Power Pole, Porta Jon, Roll-Off Container & trash removal
- 7.07 Backfill
- 7.08 Steel Rebar in footings
- 7.09 Jeld-Wen GBG Energy Star rated windows w/jambs & screens

- 7.10 Brick Veneer - Labor & Material
- 7.11 All LVL's per plan
- 7.12 Huber™ ZIP System® Energy Star compliant wall sheathing with built-in, water-resistive barrier, with a 15-year system warranty and a 30-year panel warranty provided by manufacturer
- 7.13 TechShield® Radiant barrier, Energy Star rated roof sheathing (or equivalent)
- 7.14 Huber™ AdvanTech® Moisture-resistant advanced resin system and wax structural composite wood sub-floor with 50 year warranty provided by manufacturer, (or equivalent), nailed, glued and screwed

- 7.15 Owens Corning® R-19 Kraft faced batt Floor insulation (or equivalent)
- 7.16 Owens Corning® R-15 Kraft faced batt Wall insulation (or equivalent)
- 7.17 Owens Corning® R-38 Kraft faced batt Ceiling insulation (or equivalent)
- 7.18 Owens Corning® Quietzone® volume control Interior Wall sound insulation (or equivalent)
- 7.19 1- Rheem HP-50 HWH w/ recirculating pump
- 7.20 Steel enamel seconadary tubs
- 7.21 Elongated Comfort Height white elongated toilet commodes
- 7.22 Delta® faucets
- 7.23 72" Jacuzzi Bath with Delta® Leland® Roman Tub Valve and in Master Bath
- 7.24 Secondary Baths to include Delta® Leland® faucets
- 7.25 Master Shower to include two (2) body sprayers, Rain head, and Handheld sprayer
- 7.26 HVAC - 3.5 Ton 15 SEER split heat pumps down, Room over garage with 1 climate zone, 2 ton 15 seer split heat pump upstairs, Digital, programmable thermostats Labor & Material
- 7.27 5/8" Drywall in all ceilings, entire garage
- 7.28 1/2" drywall in walls
- 7.29 35 Year Architectural Shingles per Owner selection
- 7.30 Two piece Crown Molding in Formal areas
- 7.31 444 trim casing

Attachment "A" - Features and Specifications

- 7.32** Security System - 1 Honeywell Vista 15PMT Control Panel
 - 3 Honeywell 6271C Color Touch Screen Keypads
 - Master Bedroom
 - Front Door
 - Kitchen Porch Door
 - 1 Honeywell 6150RF Keypad for Service Entrance
 - 7 Door Contacts
 - 11 Honeywell FG1625F Flush Mount Glass Break Detectors
 - 10 System Sensor 2 wire Heat/ Smoke Detectors, to code, for monitored fire protection
 - 2 8 Zone Hardwire zone expanders
 - 4 Additional Power Supplies with Back up Batteries
 - 2 Security Enclosures
 - 2 Interior Sirens
 - 1 30w 120db exterior siren
- 7.33** Trim Includes 7 1/4" MDF speedbase throughout entire house, 5 1/4" crown mold throughout entire house, two piece trim in formal areas, chair rail and shadow boxing in formal areas - 12" premium MDF shelving; choice of wood or combination of straight iron ballusters - Material
- 7.34** OnQ Select Call Intercom System: 14 Room Stations to Include: Basement Bedroom, Poker Room, Pool Room, Exercise Room, Theater Room, Keeping Room, Kitchen, Family Room, Master Bedroom, Bedrooms 2, 3, and 4 Upstairs, Game Room, Library, 1 Front Door Station, 2 Patio Stations, Featuring Selective Call which allows communication between only selected rooms, or Broadcast Communication throughout the entire house. Allows 3 conversations at one time, hands free answering, and monitoring of other rooms. All installation, wiring, programming, and instruction.
- 7.35** Solid core interior doors
- 7.36** Brushed nickel fixtures
- 7.37** Includes allowances as outlined
- 7.38** Fully guttered
- 7.39** Beam® Central vacuum system with toe sweep in kitchen
- 7.40** All Recessed lights are included with the Electrical rough in and trim out, and not a part of the light fixture allowance. All recessed lights and sconce lights include rheostat (dimmer) switches
- 7.41** Final Clean-up Interior and Exterior
- 7.42** Mailbox per HOA requirements
- 7.43** Paint to be Sherwin Williams - colors selected by owner
- 7.44** Closet shelving layout to be per owners layout
- 7.45** Site Prep, grading and final grade
- 7.46** Final Clean-up Interior and Exterior
- 7.47** Pine straw around perimeter of home
- 7.48** Rounded corners on drywall



Baudo & Associates Home Builders, Inc. Job Cost Itemization

6th June 2010
Day Month Year

Owner Information and Job Site Location	
Owner	Claude L. Leitzsey, Jr.
SS#	n/a
Owner	Lisa M. Lietzsey
SS#	n/a
Street	1588 Spence Drive
City	Lexington
State	South Carolina
Zip Code	29072

Contractor	Baudo & Associates Home Builders, Inc.		TIN# 57-1182299
Address	309 Corley Manor Court		
City	Lexington	State	South Carolina
County	Lexington	Zip Code	29072

Owner Current Residence			
Street	5517 Fairwood Oaks Place	State	KY
City	Louisville	Zip Code	40291
Telephone	502-420-8882	Fax Number	502-449-8412

Amount Due to Baudo & Associates Home Builders, Inc.	
Contract Amount	\$475,184
Total Amount of Allowances Included in Price	
\$56,950	

Estimated Total Budget Including Allowances	\$ 448,286.58
Baudo & Associates Home Builders, Inc. Mark-up	6%
Total Due to Baudo & Associates Home Builders, Inc.	\$ 475,183.77
Less Down Payment Required at Agreement Signing	(\$100,000)

Deposits or Retainers Received	\$0.00
Balance of Down Payment Due	\$100,000
Balance Due After Down Payment and Deposits	\$ 375,183.77

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax y/m	Actual with Tax	Variance
1.00	Land Cost	0	0	\$ -	0	\$ -		\$ -	\$ -
1 01	Admin. Fees/ Plans/General Liability/Workmans comp/inspection	1	3175	\$ 3,175.00	0	\$ -		\$ -	\$ (3,175.00)
1 02	Survey	2	375	\$ 750.00	0	\$ -		\$ -	\$ (750.00)
1.03	Building Permit	1	1790	\$ 1,790.00	0	\$ -		\$ -	\$ (1,790.00)
1.04	Clearing/Grading	1	4000	\$ 4,000.00	0	\$ -		\$ -	\$ (4,000.00)
1 05	Backfill	1	1000	\$ 1,000.00	0	\$ -		\$ -	\$ (1,000.00)
1 06	Silt Fence	1	900	\$ 900.00	0	\$ -		\$ -	\$ (900.00)
1.07	Temp. Power Pole	1	300	\$ 300.00	0	\$ -		\$ -	\$ (300.00)
1 08	Temp. Power (By Owner)	0	0	\$ -	0	\$ -		\$ -	\$ -
1 09	Porta Jon	10	85	\$ 850.00	0	\$ -		\$ -	\$ (850.00)
1.10	Roll-Off Container	10	365	\$ 3,650.00	0	\$ -		\$ -	\$ (3,650.00)
1.11	Misc/			\$ -	0	\$ -		\$ -	\$ -
1 12	Builders Risk Insurance (By Owner)	0	0	\$ -	0	\$ -		\$ -	\$ -
1 13	Soil Pre-treat	1	475	\$ 475.00	0	\$ -		\$ -	\$ (475.00)
2.00	Site Prep, batter boards, compaction - Labor & material	1	525	\$ 525.00	0	\$ -		\$ -	\$ (525.00)
2 01	Footings - Labor & Material	1	8733	\$ 8,733.00	0	\$ -		\$ -	\$ (8,733.00)
2 02	Foundation Avg ht.56" - Labor & Matenal	1	12312	\$ 12,312.00	0	\$ -		\$ -	\$ (12,312.00)
2.03	Brck Veneer - Labor & Material	1	45576	\$ 45,576.00	0	\$ -		\$ -	\$ (45,576.00)
2.04	Brick Steps Front- Matenal & Lab	1	400	\$ 400.00	0	\$ -		\$ -	\$ (400.00)
2.05	Treated wood Steps Side - Labor & Material	1	300	\$ 300.00	0	\$ -		\$ -	\$ (300.00)
2 06	Backfill Garage - Labor & Material	1	1200	\$ 1,200.00	0	\$ -		\$ -	\$ (1,200.00)

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax y/n	Actual with Tax	Variance
2.07	Misc/			\$ -	0	\$ -		\$ -	\$ -
2.08	Front Concrete Porch incl. pan - Lab. & Mat	200	4.5	\$ 900.00	0	\$ -		\$ -	\$ (900.00)
2.09	Side concrete Porch to include pan and extra pliers - Lab. & Mat	150	6.75	\$ 1,012.50	0	\$ -		\$ -	\$ (1,012.50)
2.10	Ext. Garage Pad - Lab. & Mat	480	3.75	\$ 1,800.00	0	\$ -		\$ -	\$ (1,800.00)
2.11	Rear Porch Concrete - Lab. & Mat	400	3.75	\$ 1,500.00	0	\$ -		\$ -	\$ (1,500.00)
2.12	Vinyl Ceiling Porches	800	7.75	\$ 6,200.00	0	\$ -		\$ -	\$ (6,200.00)
2.13	Aluminum Porch @ rear	1	7500	\$ 7,500.00	0	\$ -		\$ -	\$ (7,500.00)
2.14	Misc/			\$ -	0	\$ -		\$ -	\$ -
2.15	Misc/			\$ -	0	\$ -		\$ -	\$ -
2.16	Misc/			\$ -	0	\$ -		\$ -	\$ -
3.00	Framing - Labor	5969	4.25	\$ 25,368.25	0	\$ -		\$ -	\$ (25,368.25)
3.01	Framing Package - Material	1	34865	\$ 34,865.00	0	\$ -		\$ -	\$ (34,865.00)
3.02	1 - 3/4x18x24 LVL; 1-3/4x11 7/8x24 LVL; 1 - 3/4x11 7/8 x 18 LVL; 1 - 3/4 x 3/4 x 16x24 LVL; 16x26 LVL; 16x28 LVL	1	3795	\$ 3,795.00	0	\$ -		\$ -	\$ (3,795.00)
3.03	Advantech T & G	150	31.49	\$ 4,723.50	0	\$ -		\$ -	\$ (4,723.50)
3.04	Jeld-Wen GBG Energy Star rated windows w/jambs & screens	1	30369	\$ 30,369.00	0	\$ -		\$ -	\$ (30,369.00)
3.05	Techshield Roof sheathing	270	16.54	\$ 4,465.80	0	\$ -		\$ -	\$ (4,465.80)
3.06	Zip Wall Sheathing	170	15.32	\$ 2,604.40	0	\$ -		\$ -	\$ (2,604.40)
3.07	Zip Tape	24	22.74	\$ 545.76	0	\$ -		\$ -	\$ (545.76)
3.08	Cedar Gable in Front & Rear Gables Mat.	2	850	\$ 1,700.00	0	\$ -		\$ -	\$ (1,700.00)
3.09	Front Door - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
3.10	Exterior Railing /side porch PT wood Material	1	210	\$ 210.00	0	\$ -		\$ -	\$ (210.00)
3.11	Cornice - Labor & Material	586	14	\$ 8,204.00	0	\$ -		\$ -	\$ (8,204.00)
3.12	Roofing - Labor	89	78	\$ 6,942.00	0	\$ -		\$ -	\$ (6,942.00)
3.13	Roofing shingles, felt, ridge vents - Material	89	83.25	\$ 7,409.25	0	\$ -		\$ -	\$ (7,409.25)
3.14	Misc/			\$ -	0	\$ -		\$ -	\$ -
3.15	10 x 10 Pln Rnd Columns	4	165	\$ 660.00	0	\$ -		\$ -	\$ (660.00)
3.16	Base & caps for Columns	4	32.25	\$ 129.00	0	\$ -		\$ -	\$ (129.00)
3.17	Gutters - Labor & Material	1	2800	\$ 2,800.00	0	\$ -		\$ -	\$ (2,800.00)
3.18	Misc/	0	0	\$ -	0	\$ -		\$ -	\$ -
3.19	Shutters - Labor & Material	0	0	\$ -	0	\$ -		\$ -	\$ -
4.00	Plumbing Includes Rheem HP50 HWH Labor & Material	1	16690	\$ 16,690.00	0	\$ -		\$ -	\$ (16,690.00)
4.01	Gas Lines - Labor & Material	1	800	\$ 800.00	0	\$ -		\$ -	\$ (800.00)
4.02	Electrical - Labor & Material	1	22800	\$ 22,800.00	0	\$ -		\$ -	\$ (22,800.00)
4.03	Electrical Light Fixtures - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
4.04	HVAC - 3.5 Ton 15 SEER split heat pumps down, Room over garage with 1 climate zone, 2 ton 15 seer split heat pump upstairs, Digital, programmable thermostats Labor & Material	1	16925	\$ 16,925.00	0	\$ -		\$ -	\$ (16,925.00)

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax	Actual with Tax	Variance
4.05	Structured Wiring: 12 TV ports, 13 data ports, 10 cable TV locations, 1 - 4x12 telephone module w/EZ RJ45 connections; 1 - OnQ DA 1004 4 port ethernet router; 2- OnQ DA1008 8 port Gigaport switches; 1 - 2x2 Bi-directional cable amplifier; 2- 1x8 cable TV splitters; 2 - OnQ surge protector power strips; 1 - 3 Bay brackets; 2 6 Bay brackets; 1 - 42" OnQ structured wiring enclosure w/hinged locking cover; ALL connections, wall plates and wall devices, Includes cable TV set-up, Internet set-up, and telephone set up Labor & material	1	1714.49	\$ 1,714.49	0	\$ -		\$ -	\$ (1,714.49)
4.06	Misc/			\$ -	0	\$ -		\$ -	\$ -
4.07	Security System - 1 Honeywell Vista 15PMT Control Panel 3 Honeywell 6271C Color Touch Screen Key pads Master Bedroom Front Door Kitchen Porch Door 1 Honeywell 6150RF Keypad for Service Entrance 7 Door Contacts 11 Honeywell FG1625F Flush Mount Glass Break Detectors 10 System Sensor 2 wire Heat/Smoke Detectors, to code, for monitored fire protection 2 8 Zone Hardwire zone expanders 4 Additional Power Supplies with Back up Batteries 2 Security Enclosures 2 Interior Sirens 1 30w 120db exterior siren All Labor, wiring, connections, Set up, User Instruction, Calibration, and Testing included Warranty included will be a replacement warranty. Labor & Material	1	3475	\$ 3,475.00	0	\$ -		\$ -	\$ (3,475.00)
4.08	Misc/			\$ -	0	\$ -		\$ -	\$ -
4.09	Misc/			\$ -	0	\$ -		\$ -	\$ -
4.10	Misc/			\$ -	0	\$ -		\$ -	\$ -
4.11	Misc/			\$ -	0	\$ -		\$ -	\$ -
4.12	High-Def Wiring for Master Bedroom			\$ -	0	\$ -		\$ -	\$ -
4.13	Misc/			\$ -	0	\$ -		\$ -	\$ -
4.14	Central Vacuum System	1	2100	\$ 2,100.00	0	\$ -		\$ -	\$ (2,100.00)
4.15	Fireplace direct vent w/blower & remote control insert	1	3600	\$ 3,600.00	0	\$ -		\$ -	\$ (3,600.00)

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax	Actual with Tax	Variance
4.16	INSULATION - Walls - R15 / Ceilings - R38 Ceilings / Quiet Zone interior wall insulation in Theater, Master Bedroom, All bathrooms and laundry Room	4059	1.63	\$ 6,616.17	0	\$ -		\$ -	\$ (6,616.17)
5.00	Drywall Labor W/Rounded corners	20040	0.5	\$ 10,020.00	0	\$ -		\$ -	\$ (10,020.00)
5.01	Drywall - 1/2" x 4' x 12' Material	95	10.5	\$ 997.50	0	\$ -		\$ -	\$ (997.50)
5.02	Drywall - 1/2" x 54" x 12' Material	145	13.1	\$ 1,899.50	0	\$ -		\$ -	\$ (1,899.50)
5.03	Drywall - 5/8" x 4' x 12' Material	140	11.79	\$ 1,650.60	0	\$ -		\$ -	\$ (1,650.60)
5.04	Drywall M/R - 1/2" x 4' x 12' Material	25	16.75	\$ 418.75	0	\$ -		\$ -	\$ (418.75)
5.05	Trim - Labor	4059	2	\$ 8,118.00	0	\$ -		\$ -	\$ (8,118.00)
5.06	Trim Includes 7 1/4" MDF speedbase throughout entire house, 5 1/4" crown mold throughout entire house, two piece trim in formal areas, chair rail and shadow boxing in formal areas - 12" premium MDF shelving; choice of wood or combination of straight iron ballusters - Material	4059	2.9	\$ 11,771.10	0	\$ -		\$ -	\$ (11,771.10)
5.07	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.08	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.09	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.10	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.11	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.12	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.13	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.14	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.15	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.16	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.17	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.18	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.19	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.20	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.21	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.22	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.23	Stairs Includes Oak tread & ners, volutes, oak handrail, newel posts, brackets with oak trim - Labor	1	3000	\$ 3,000.00	0	\$ -		\$ -	\$ (3,000.00)
5.24	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.25	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.26	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.27	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.28	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.29	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.30	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.31	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.32	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.33	Interior solid core Door 1-6 - Material	1	162	\$ 162.00	0	\$ -		\$ -	\$ (162.00)
5.34	Interior solid core Door 2-0 - Material	5	167	\$ 835.00	0	\$ -		\$ -	\$ (835.00)
5.35	Interior solid core Door 2-4 - Material	4	171	\$ 684.00	0	\$ -		\$ -	\$ (684.00)

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax y/n	Actual with Tax	Variance
5.36	Interior solid core Door 2-6 - Material	2	171	\$ 342.00	0	\$ -		\$ -	\$ (342.00)
5.37	Interior solid core Door 2-8 - Material	4	175	\$ 700.00	0	\$ -		\$ -	\$ (700.00)
5.38	Interior solid core Door 3-0 - Bi-hinge - Mat.	3	259	\$ 777.00	0	\$ -		\$ -	\$ (777.00)
5.39	Interior solid core Door 4-0 - Bi-hinge - Mat.	4	275	\$ 1,100.00	0	\$ -		\$ -	\$ (1,100.00)
5.40	Interior Door 3-0 20 min unit - Mat.	1	296	\$ 296.00	0	\$ -		\$ -	\$ (296.00)
5.41	Interior Door 2-0/4-0 cut down - Material	1	101.51	\$ 101.51	0	\$ -		\$ -	\$ (101.51)
5.42	8x8 perma column	7	110	\$ 770.00	0	\$ -		\$ -	\$ (770.00)
5.43	8" column base/caps	7	29	\$ 203.00	0	\$ -		\$ -	\$ (203.00)
5.44	Door Handles - Interior brushed nickel	33	29	\$ 957.00	0	\$ -		\$ -	\$ (957.00)
5.45	Door Handles - Exterior brushed nickel	7	61	\$ 427.00	0	\$ -		\$ -	\$ (427.00)
5.46	Dead Bolts - Exterior	6	18	\$ 108.00	0	\$ -		\$ -	\$ (108.00)
5.47	Cabinets - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
5.48	Cabinet Top - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
5.49	Vanities - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
5.50	Vanity Tops - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
5.51	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.52	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.53	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.54	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.55	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.56	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.57	Misc/			\$ -	0	\$ -		\$ -	\$ -
5.58	Misc/			\$ -	0	\$ -		\$ -	\$ -
6.00	Mirrors - Labor & Material	1	950	\$ 950.00	0	\$ -		\$ -	\$ (950.00)
6.01	Shower Door and enclosure in Master bath- Brushed nickel trim	1	1100	\$ 1,100.00	0	\$ -		\$ -	\$ (1,100.00)
6.02	Paint - Interior - Labor & Material	4059	2.5	\$ 10,147.50	0	\$ -		\$ -	\$ (10,147.50)
6.03	Bath Accessories - Brushed Nickel	1	950	\$ 950.00	0	\$ -		\$ -	\$ (950.00)
6.04	Paint - Garage - Labor & Material	1160	1.75	\$ 2,030.00	0	\$ -		\$ -	\$ (2,030.00)
6.05	Misc/			\$ -	0	\$ -		\$ -	\$ -
6.06	Floor Covering - Carpet - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
6.07	Floor Covering - Wood - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
6.08	Floor Covering - TILE - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
6.09	Shower Pan Cultured marble - Master Bath	2	650	\$ 1,300.00	0	\$ -		\$ -	\$ (1,300.00)
6.10	Appliances - SEE ALLOWANCE			\$ -	0	\$ -		\$ -	\$ -
6.11	Driveway (not to exceed 700 s.f) - Labor & Material	700	3.75	\$ 2,625.00	0	\$ -		\$ -	\$ (2,625.00)
6.12	Misc/			\$ -	0	\$ -		\$ -	\$ -
6.13	Sidewalks (not to exceed 200 s.f - Labor & Material)	200	3.75	\$ 750.00	0	\$ -		\$ -	\$ (750.00)
6.14	Final Grade - Labor & Material	1	2500	\$ 2,500.00	0	\$ -		\$ -	\$ (2,500.00)
6.15	Waste/Miscut/Damaged Material	1	3000	\$ 3,000.00	0	\$ -		\$ -	\$ (3,000.00)
6.16	Misc/			\$ -	0	\$ -		\$ -	\$ -

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add. Tax	Actual with Tax	Variance
6.17	Address Plate (Cast Bronze) - Material	1	98	\$ 98.00	0	\$ -		\$ -	\$ (98.00)
6.18	GARAGE DOOR(S) - Insulated, Coach style, with exterior keypad and two remotes with belt driven garage door opener Note: Garage doors to consist of 1 (1) Dbl 8x18 and 1 (1) 8 x 9 door	3	1896	\$ 5,688.00	0	\$ -		\$ -	\$ (5,688.00)
6.19	Other:			\$ -	0	\$ -		\$ -	\$ -
6.20	Mailbox - Labor & Material	1	500	\$ 500.00	0	\$ -		\$ -	\$ (500.00)
6.21	Final Clean-up - Labor & Material		0.35	\$ -	0	\$ -		\$ -	\$ -
7.00	Custom Home Designed By Donald Gardner as furnished by clients	INCLUDED			0	\$ -		\$ -	\$ -
7.01	Land Clearing, site prep, surveys	INCLUDED			0	\$ -		\$ -	\$ -
7.02	Land clearing	INCLUDED			0	\$ -		\$ -	\$ -
7.03	Building Permit	INCLUDED			0	\$ -		\$ -	\$ -
7.04	Builders Risk Insurance (By Owner)	INCLUDED			0	\$ -		\$ -	\$ -
7.05	Soil Pre-treat	INCLUDED			0	\$ -		\$ -	\$ -
7.06	Silt fence, Temp. Power Pole, Porta Jon, Roll-Off Container & trash removal	INCLUDED			0	\$ -		\$ -	\$ -
7.07	Backfill	INCLUDED			0	\$ -		\$ -	\$ -
7.08	Steel Rebar in footings	INCLUDED			0	\$ -		\$ -	\$ -
7.09	Jeld-Wen GBG Energy Star rated windows w/jambs & screens	INCLUDED			0	\$ -		\$ -	\$ -
7.10	Brick Veneer - Labor & Material	INCLUDED			0	\$ -		\$ -	\$ -
7.11	All LVL's per plan	INCLUDED			0	\$ -		\$ -	\$ -
7.12	Huber™ ZIP System® Energy Star compliant wall sheathing with built-in, water-resistive barrier, with a 15-year system warranty and a 30-year panel warranty provided by manufacturer	INCLUDED			0	\$ -		\$ -	\$ -
7.13	TechShield® Radiant barrier, Energy Star rated roof sheathing (or equivalent)	INCLUDED			0	\$ -		\$ -	\$ -
7.14	Huber™ AdvanTech® Moisture-resistant advanced resin system and wax structural composite wood sub-floor with 50 year warranty provided by manufacturer, (or equivalent), nailed, glued and screwed	INCLUDED			0	\$ -		\$ -	\$ -
7.15	Owens Corning® R-19 Kraft faced batt Floor insulation (or equivalent)	INCLUDED			0	\$ -		\$ -	\$ -
7.16	Owens Corning® R-15 Kraft faced batt Wall insulation (or equivalent)	INCLUDED			0	\$ -		\$ -	\$ -
7.17	Owens Corning® R-38 Kraft faced batt Ceiling insulation (or equivalent)	INCLUDED			0	\$ -		\$ -	\$ -
7.18	Owens Corning® Quietzone® volume control Interior Wall sound insulation (or equivalent)	INCLUDED			0	\$ -		\$ -	\$ -
7.19	1- Rheem HP-50 HWH w/ recirculating pump	INCLUDED			0	\$ -		\$ -	\$ -

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax	Actual With Tax	Variance
7.20	Steel enamel secondary tubs	INCLUDED			0	\$ -		\$ -	\$ -
7.21	Elongated Comfort Height white elongated toilet commodes	INCLUDED			0	\$ -		\$ -	\$ -
7.22	Delta® faucets	INCLUDED			0	\$ -		\$ -	\$ -
7.23	72" Jacuzzi Bath with Delta® Leland® Roman Tub Valve and in Master Bath	INCLUDED			0	\$ -		\$ -	\$ -
7.24	Secondary Baths to include Delta® Leland® faucets	INCLUDED			0	\$ -		\$ -	\$ -
7.25	Master Shower to include two (2) body sprayers, Rain head, and Handheld sprayer	INCLUDED			0	\$ -		\$ -	\$ -
7.26	HVAC - 3.5 Ton 15 SEER split heat pumps down, Room over garage with 1 climate zone, 2 ton 15 seer split heat pump upstairs, Digital, programmable thermostats Labor & Material	INCLUDED			0	\$ -		\$ -	\$ -
7.27	5/8" Drywall in all ceilings, entire garage	INCLUDED			0	\$ -		\$ -	\$ -
7.28	1/2" drywall in walls	INCLUDED			0	\$ -		\$ -	\$ -
7.29	35 Year Architectural Shingles per Owner selection	INCLUDED			0	\$ -		\$ -	\$ -
7.30	Two piece Crown Molding in Formal areas	INCLUDED			0	\$ -		\$ -	\$ -
7.31	444 trim casing	INCLUDED			0	\$ -		\$ -	\$ -
7.32	Security System - 1 Honeywell Vista 15PMT Control Panel 3 Honeywell 6271C Color Touch Screen Keypads Master Bedroom Front Door Kitchen Porch Door 1 Honeywell 6150RF Keypad for Service Entrance 7 Door Contacts 11 Honeywell FG1625F Flush Mount Glass Break Detectors 10 System Sensor 2 wire Heat/Smoke Detectors, to code, for monitored fire protection 2 8 Zone Hardwire zone expanders 4 Additional Power Supplies with Back up Batteries 2 Security Enclosures 2 Interior Sirens 1 30w 120db exterior siren All Labor, wiring, connections, Set up, User Instruction, Calibration, and Testing included Warranty included will be a replacement warranty. Labor & Material	INCLUDED			0	\$ -		\$ -	\$ -

Initials

Initials

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax	Actual with Tax	Variance
7.33	Trim Includes 7 1/4" MDF speedbase throughout entire house, 5 1/4" crown mold throughout entire house, two piece trim in formal areas, chair rail and shadow boxing in formal areas - 12" premium MDF shelving; choice of wood or combination of straight iron ballusters - Material	INCLUDED			0	\$ -		\$ -	\$ -
7.34	OnQ Select Call Intercom System: 14 Room Stations to Include: Basement Bedroom, Poker Room, Pool Room, Exercise Room, Theater Room, Keeping Room, Kitchen, Family Room, Master Bedroom, Bedrooms 2, 3, and 4 Upstairs, Game Room, Library, 1 Front Door Station, 2 Patio Stations, Featuring Selective Call which allows communication between only selected rooms, or Broadcast Communication throughout the entire house. Allows 3 conversations at one time, hands free answering, and monitoring of other rooms. All installation, wiring, programming, and instruction.	INCLUDED			0	\$ -		\$ -	\$ -
7.35	Solid core interior doors	INCLUDED			0	\$ -		\$ -	\$ -
7.36	Brushed nickel fixtures	INCLUDED			0	\$ -		\$ -	\$ -
7.37	Includes allowances as outlined	INCLUDED			0	\$ -		\$ -	\$ -
7.38	Fully guttered	INCLUDED			0	\$ -		\$ -	\$ -
7.39	Beam® Central vacuum system with toe sweep in kitchen	INCLUDED			0	\$ -		\$ -	\$ -
7.40	All Recessed lights are included with the Electrical rough in and trim out, and not a part of the light fixture allowance All recessed lights and scone lights include rheostat (dimmer) switches	INCLUDED			0	\$ -		\$ -	\$ -
7.41	Final Clean-up Interior and Exterior	INCLUDED			0	\$ -		\$ -	\$ -
7.42	Mailbox per HOA requirements	INCLUDED			0	\$ -		\$ -	\$ -
7.43	Paint to be Sherwin Williams - colors selected by owner	INCLUDED			0	\$ -		\$ -	\$ -
7.44	Closet shelving layout to be per owners layout	INCLUDED			0	\$ -		\$ -	\$ -
7.45	Site Prep, grading and final grade	INCLUDED			0	\$ -		\$ -	\$ -
7.46	Final Clean-up. Interior and Exterior	INCLUDED			0	\$ -		\$ -	\$ -
7.47	Pine straw around perimeter of home	INCLUDED			0	\$ -		\$ -	\$ -
7.48	Rounded corners on drywall	INCLUDED			0	\$ -		\$ -	\$ -
7.49	Misc/		\$ -		0	\$ -		\$ -	\$ -
7.50	Misc/		\$ -		0	\$ -		\$ -	\$ -
7.51	Misc/		\$ -		0	\$ -		\$ -	\$ -
7.52	Misc/		\$ -		0	\$ -		\$ -	\$ -

Initials

Initials

COPY

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.,)

Plaintiff,)

vs.)

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)

Defendants.)

Case No.2011-CP-32-1369

NOTICE OF MOTION FOR
ENTRY OF DEFAULT
JUDGMENT

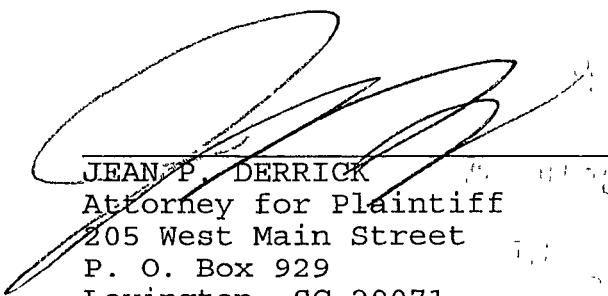
TO: GERALD JOWERS, ESQ., ATTORNEY FOR DEFENDANT CLAUDE L.
LEITZSEY, SR., CLAUDE L. LEITZSEY, JR., AND LISA M. LEITZSEY;
AND STEVEN B. LICATA, ESQ., ATTORNEY FOR DEFENDANT BRANCH
BANKING & TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as
attorney for Plaintiff, will appear before the Presiding Judge of
the Court of Common Pleas for Lexington County, at a date and
time to be noticed, and move for an Order:

1. Pursuant to SCRPC Rule 55 holding Defendants Claude L.
Leitzsey, Sr., Claude L. Leitzsey, Jr., and Lisa M. Leitzey in
default, for failure to answer and appear within 30 days after
personal service upon them;

2. Entering judgment against them for the amount due on
the lien, including interest and attorney's fees. The filed
Affidavits of Default are attached to this Motion. An affidavit
of attorney's fees and costs is also attached; and

3. Referring this action with finality to the Master-In-
Equity for Lexington County, for foreclosure of the lien and
award of additional interest and attorney's fees.



JEAN P. DERRICK
Attorney for Plaintiff
205 West Main Street
P. O. Box 929
Lexington, SC 29071
Telephone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net

Lexington, South Carolina
June 28, 2011

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No. 2011-CP-32-1369

Carolina Refrigeration Services, Inc.)

Plaintiff,)

vs.)

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)

Defendants.)

AFFIDAVIT
OF ATTORNEY'S FEES

PERSONALLY APPEARED BEFORE ME Jean P. Derrick who, first being
duly sworn, deposes and says:

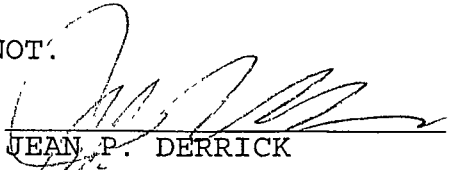
1. I am an attorney duly licensed to practice in all
State and Federal Courts in the State of South Carolina since
November, 1977. I am also admitted to practice before the Fourth
Circuit Court of Appeals, and the United States Supreme Court. I
graduated from the USC School of Law, second in a class of three
hundred. I have been a speaker in the past at Continuing Legal
Education Seminars sponsored by the South Carolina State Bar, as
well Judicial Continuing Legal Education Seminars. My practice is
primarily in the area of civil litigation, which includes
litigation in the Family Court.

2. Carolina Refrigeration Services, Inc., has retained me by
written Fee Contract dated March 24, 2011, and pays \$300 per hour
for attorney time, plus reimburses me for all costs expended in the
case.

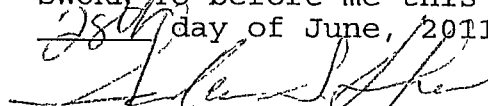
3. To date, Carolina Refrigeration Services, Inc., has
incurred \$2,879 in fees and filing costs pursuant to the itemized
statement attached. In addition, I estimate there will be an hour
devoted to a motion hearing to be scheduled.

4. Therefore, Carolina Refrigeration Services, Inc., will incur \$3,179 in total fees and costs, including the motion hearing to be scheduled in this action.

FURTHER DEPONENT SAYETH NOT.


JEAN P. DERRICK

SWORN TO before me this
28th day of June, 2011


Notary Public of South Carolina
My Commission Expires: 6/29/17

FILED
JUN 29 2011
CLERK OF COURT

JEAN P. DERRICK, ATTORNEY
 205 WEST MAIN STREET
 P.O. BOX 929
 LEXINGTON, SOUTH CAROLINA 29072

Invoice submitted to
 CAROLINA REFRIGERATION SERVICES, INC
 P O BOX 2013
 LEXINGTON SC 29071

Invoice Date June 28, 2011

In Reference To VS CLAUDE LEITZSEY

Professional Services

		<u>Hours</u>	<u>Amount</u>
3/22/2011 - JPD	CONFERENCE WITH CLIENT RE MECHANIC'S LIEN	0 70	210 00
	TELEPHONE CALL TO JEFF GROW		
	TELEPHONE CALL TO JACK BAKER		
	LETTER TO OWNER		
3/25/2011 - JPD	PREPARING MECHANIC'S LIEN	2 00	600 00
	NOTICE AND LIS PENDENS		
3/31/2011 - JPD	SERVICE OF PROCESS INSTRUCTIONS	0 50	150 00
- JPD	LEXINGTON CLERK OF COURT - FILING FEE - LIS PENDENCE		10 00
- JPD	LEXINGTON CLERK OF COURT - FILING FEE - MECHANICS LIEN		12 00
4/4/2011 - JPD	DRAFTING COMPLAINT	0 60	180 00
4/6/2011 - JPD	DRAFTING COMPLAINT	1 00	300 00
- JPD	LEXINGTON CLERK OF COURT - FILING FEE - SUMMONS & COMPLAINT		150 00
5/11/2011 - JPD	E-MAIL CLIENT	0 30	90 00
6/3/2011 - JPD	TELEPHONE CALL TO CLIENT	0 50	150 00
	DRAFTING ANSWER		
6/7/2011 - JPD	TELEPHONE CALL TO MCGUFFIN	0 30	90 00
	TELEPHONE CALL TO COURT		
6/8/2011 - JPD	TELEPHONE CALL TO CLIENT	0 40	120 00
	TELEPHONE CALL TO COURT		
	E-MAIL COURT		
6/9/2011 - JPD	TELEPHONE CALL TO ORMAND	0 50	150 00
	E-MAIL COURT		
	E-MAIL CLIENT		
6/10/2011 - JPD	FORWARDING E-MAILS RE STATUS CONFERENCE	0 50	150 00
6/22/2011 - JPD	TELEPHONE CALL TO MCGUFFIN	0 30	90 00
	SERVICE OF GERALD JOWERS		
6/28/2011 - JPD	FILING NOTICE OF CERTIFICATE	0 80	240 00
- JPD	DRAFTING, FILING & SERVICE OF MOTION FOR DEFAULT	0 60	180 00
For professional services rendered		9.00	\$2,872.00

CAROLINA REFRIGERATION SERVICES, INC

Page 2

Additional Charges

		<u>Amount</u>
4/4/2011 - JPD COPIES FOR THE MONTH OF APRIL		4.20
5/17/2011 - JPD COPIES FOR THE MONTH OF MAY		1.00
6/6/2011 - JPD COPIES FOR THE MONTH OF JUNE		1.80
Total costs		\$7.00
4/1/2011 Invoice No 38598	38598	\$810.00
5/2/2011 Payment - thank you		(\$810.00)
5/3/2011 Invoice No 38778	38778	\$802.00
5/17/2011 Payment - thank you		(\$802.00)
6/6/2011 Invoice No. 38965	38965	\$90.00
6/28/2011 Invoice No 39129	39129	\$1,177.00
Total payments and adjustments		\$1,267.00

PLEASE MAKE YOUR CHECK PAYABLE TO JEAN P. DERRICK, ATTORNEY
 ALSO, PLEASE PUT THE INVOICE NUMBER NEAR THE BOTTOM LEFT HAND
 SECTION ON YOUR CHECK
 IF YOU HAVE ACCOUNT QUESTIONS, PLEASE CALL (803) 359-6189

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

)
) IN THE COURT OF COMMON PLEAS
) ELEVENTH JUDICIAL CIRCUIT

Case No. 2011-CP-32-1369
Carolina Refrigeration Services, Inc.,)
Plaintiff,)
vs.) CERTIFICATE OF SERVICE
Claude L. Leitzsey, Sr., Claude L.)
Leitzsey, Jr., Lisa M. Leitzsey and)
Branch Banking & Trust Company,)
Defendants.)

I, Sandra Shaw, Legal Assistant to Jean P. Derrick, hereby certify that I served, upon the persons named below at the addresses given, by placing in the United States Mail, with proper postage affixed, a copy of the Notice of Motion For Entry of Default Judgment filed June 28, 2011.

Gerald D. Jowers, Esq.
1802 Sumter Street
Columbia, SC 29201

Steven B. Licata
P.O. Box 23407
Columbia, SC 29224


SANDRA SHAW
June 28, 2011

STATE OF SOUTH CAROLINA) IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON) FIRST JUDICIAL CIRCUIT

2011-CP-32-01369

Carolina Refrigeration,)
)
 Plaintiff,)
)
 v.) Transcript of Record
)
 Leitzsey et al,)
)
 Defendant.)
)
)

September 8, 2011
Lexington, South Carolina

B E F O R E:

The Honorable R. Knox McMahon, Judge

A P P E A R A N C E S:

Jean P. Derrick, Esquire
Attorney for the Plaintiff

Gerald G. Jowers, Esquire
Attorney for the Defendant

Hilda M. Jordan, CVR-M
Circuit Court Reporter

I N D E X

WITNESS/DESCRIPTION

PAGE NO.

Motion Hearing

EXHIBITS:

No exhibits were marked to this proceeding.

Certificate of Court Reporter 25

1 THE COURT: All right. Thank y'all. Thank y'all very
2 much.

3 This is 11-CP-32-1369, Carolina Refrigeration Services,
4 Inc., verses Leitzsey and BB&T.

5 All right. This is plaintiff's motion for default.

6 MS. DERRICK: Yes, sir.

7 THE COURT: And this is --

8 MR. JOWERS: Jowers.

9 THE COURT: -- Jowers. How are you Mr. Jowers.

10 MR. JOWERS: I'm fine, sir.

11 THE COURT: All right. And Ms. Derrick. All right, Ms.
12 Derrick.

13 MS. DERRICK: Thank Your Honor. Before I begin my
14 argument, I'd like to be sure we've got in the Court's file
15 all these --

16 THE COURT: Sure.

17 MS. DERRICK: -- affidavits I'm going to be referring
18 to.

19 I filed September 6, plaintiff filed an affidavit of
20 William D. Boling, B-o-l-i-n-g. I have a file copy, Your
21 Honor.

22 THE COURT: All right.

23 MS. DERRICK: I'll pass that up.

24 THE COURT: Yes, ma'am. That will be fine. I don't
25 mind looking for them at all. I just -- that might be

1 quicker.

2 MS. DERRICK: My theory is if it's not on the top it
3 hadn't made it to the file yet, probably.

4 And then, I believe, Mr. Jowers, earlier filed a rather
5 thick stack of documents which has two affidavits in it.
6 The affidavit of Claude Leitzsey.

7 THE COURT: Right. Claude Leitzsey, Jr., and Lisa M.
8 Leitzsey.

9 MS. DERRICK: Yes, sir.

10 THE COURT: This appears, this is a thick document.

11 MS. DERRICK: That's it. Okay. And there's also an
12 affidavit of Kenneth E. Ormand, Jr., the lawyer.

13 THE COURT: Yes, I have that.

14 MS. DERRICK: All right. And at the very last page of
15 the Leitzsey affidavit there is a scant email.

16 THE COURT: Are you talking about as an exhibit?

17 MS. DERRICK: Yes, sir.

18 THE COURT: There is an exhibit signed typed name Claude
19 Leitzsey, dated 7 April, 2011.

20 MS. DERRICK: Yes, sir.

21 THE COURT: All right.

22 MS. DERRICK: That is it. Thank you.

23 MR. JOWERS: Before we begin, I do have two additional
24 affidavits.

25 THE COURT: All right.

1 MR. JOWERS: And also a return of brief. If I may pass
2 these up.

3 THE COURT: Do you have copies of these, Ms. Derrick?

4 MS. DERRICK: I do. I received them today.

5 THE COURT: All right. Do you have objections to these?

6 MS. DERRICK: I do not.

7 THE COURT: All right. Thank you.

8 MS. DERRICK: I want to get this done. I think there
9 are technical problems but that's no problem.

10 THE COURT: All right. Thank you.

11 MS. DERRICK: I will address it.

12 THE COURT: Thank you very much, Ms. Derrick.

13 All right. I'll be glad to hear from you.

14 MS. DERRICK: Thank you, Your Honor.

15 This is plaintiff's Motion for Entry of Default
16 Judgment in the amount of the mechanics lien that we seek
17 which is approximately \$16,000 and we also seek
18 approximately additional \$3,000 in attorney's fees. My
19 affidavit of fees and costs is attached to my motion.

20 This is a straight forward mechanics lien action, Your
21 Honor. My client is a sub-contractor who installed the
22 heating and air system in a Spence's Island house, a very
23 luxurious house.

24 THE COURT: I drive by that neighborhood from time to
25 time.

1 MS. DERRICK: It's upscale, Your Honor. It's the best
2 Lexington County has to offer.

3 And he hadn't been paid. He hired me and I filed the
4 requisite liens and those mechanics liens and lis pendens
5 and served them and did not receive a response. I also
6 wrote the homeowner, did not receive a response. So April 6
7 of this year I filed a complaint to foreclose the lien. The
8 homeowner was personally served the next day, April 7, 2011
9 with the pleadings and did not answer, and I filed with
10 reference to all three defendants, separate affidavit of
11 default on May 17, 2011. They were approximately five or
12 six weeks post-service that I filed my affidavit of default.

13 Subsequent to that motion, Mr. Ormand and Mr. Jowers
14 appeared representing the Leitzsey's and they filed in late
15 June a purported pleading, which, of course, was filed out
16 of time according to Rule 12(a) and does not constitute
17 responsive pleadings. And I wish the Court to enter
18 default.

19 Now, I recognize, even though Mr. Jowers hadn't moved,
20 so move, that the Court may allow Mr. Jowers to answer if
21 the Court finds good cause exists to relieve them of their
22 default under Rule 55 ??? C That's the standard for good
23 cause.

24 That's what I want to address today, and I think the
25 case is so plain I don't even need to cite a case. There is

1 no good cause to allow the Leitzsey's to answer. They were
2 fairly served with this complaint and just went on vacation
3 and didn't answer it.

4 The Leitzsey's, Your Honor, and I'm going to be very
5 direct. I do not approach opposing counsel at all for
6 vigorously representing his client because I'm going to be
7 very direct about what I believe the facts show and the
8 dishonesty that the Leitzsey's are showing my client, as
9 well as this Court, in explaining why they purportedly
10 didn't answer the complaint.

11 Initially, in response to my discovery request, Mr.
12 Jowers sent me a thick stack of documents Your Honor
13 received, which is the affidavit of Mr. Leitzsey, affidavit
14 from Mr. Ormand, a bunch of construction bills and then the
15 email. Okay. And what, very simply, the two affidavits say
16 -- Mr. Leitzsey said, the day I was served with the
17 complaint, April, 7, 2007, I took the complaint, I took the
18 lis pendens and the mechanics lien, which would have been
19 earlier served like March and I converted them to an
20 electronic PDF, an electronic file and I sent them to
21 Attorney Orman on April 7, 2011. That's what he's asserting
22 in his affidavit. Then the bottom line he says, we did not
23 Orman to confirm receipt, we did not receive any
24 notification from our email provider that the email
25 attachment was not delivered to him. We assumed the

1 documents were delivered. That's in Paragraph 13 on Page 3
2 of Leitzsey's affidavit. We assumed Ormand was answering
3 the complaint. Okay. That's what he says in this
4 affidavit. Mr. Ormand's affidavit, which Mr. Ormand doesn't
5 know anything. But he mirrors what Leitzsey says, he just
6 says I didn't get anything, I didn't receive anything.

7 Well, I agree Mr. Ormand's affidavit is correct because
8 nothing was ever sent to Mr. Ormand.

9 Email is reliable, Your Honor. We have submitted a
10 reply with these two affidavits. The affidavit of William
11 Boling, who is a senior network engineer employed by
12 Technesia. He's had -- since 1987, he has been employed in
13 information technology, and he specifically works --

14 THE COURT: Tell me his name, again, Ms. Derrick?

15 MS. DERRICK: Boling, B-o-l-i-n-g. That's that file
16 affidavit that I handed up that might not be in the file
17 already. I handed up a copy because the original apparently
18 hadn't made it to the file.

19 THE COURT: All right. Thank you.

20 MS. DERRICK: All right?

21 THE COURT: Yes, ma'am.

22 MS. DERRICK: And he says his job ranges from network
23 configuration, troubleshooting, analysis of operating
24 systems, hardware and mail transports systems.

25 Essentially what Mr. Boling says in a very technical,

1 logical, professional statement is that based on this
2 supposed email from Leitzsey, which Leitzsey attaches to his
3 affidavit saying this is the cover letter on the email I
4 wrote on September 7 to Ormand that didn't get sent and I
5 didn't know it didn't get sent and he never received it.

6 All right. Boling says when you look at this email, you
7 can tell who the servers are of Leitzsey and Ormand. He
8 says Mr. Leitzsey's email account provider is Microsoft,
9 which is Hotmail. Mr. Ormand's server is Roadrunner, and he
10 says if Microsoft based systems such as Hotmail has
11 attachments that are too large that will prevent the email
12 from going. A pop-up message will warn the sender to remove
13 the previously attached documents to stay under 25 MB limit,
14 prior to every receiving the message.

15 THE COURT: In other words, the file's too big?

16 MS. DERRICK: Yes.

17 THE COURT: All right.

18 MS. DERRICK: It will tell you and we further measured,
19 Mr. Boling measured for me the size of the mechanics lien
20 and the lis pendens and the complaint and all the cover
21 letters and all that, and the total size of those pleadings
22 is 7 MBs. And I think we're agreed on that. There are some
23 other affidavits I'm going to reference in a minute. So
24 it's well under the maximum limit.

25 THE COURT: What did your man say the maximum limit was,

1 Ms. Derrick?

2 MS. DERRICK: 25.

3 THE COURT: 25. Thank you.

4 MS. DERRICK: Yeah. 25 and they are 7.

5 THE COURT: All right. Thank you.

6 MS. DERRICK: And Mr. Boling further says Roadrunner has
7 a size -- can receive up to 30 MBs and further if Roadrunner
8 is receiving an email that has attachments over that, that
9 there'll be a pop-up on the recipient end. Mr. Ormand would
10 have gotten a warning that somebody tried to send him an
11 email that was too big to go through his system. So I think
12 I think the clear indication is that there was no email sent
13 at all. If there were an email sent and the attachments
14 were too big, Mr. Leitzsey would have known it. There is no
15 good cause and excuse for failure to answer. If Mr.
16 Leitzsey did sent attachments that were too big for Mr.
17 Ormand's system he would have known it, Mr. Ormand would
18 have known it.

19 Now, the kicker, Your Honor, is -- this is the final
20 opinion of Mr. Boling. Says, I looked at this email that's
21 attached as an email to the Leitzsey deposition and he says
22 I, quote, I question the authenticity of the documents based
23 on the fact that the references to the attached documents
24 list in the file -- and this was filed with the pleading
25 that was sent -- do not contain a header outlining the names

1 of these attachments. This is always included in a printed
2 copy of an email, generally at the top left, end quote.

3 Now, what he's saying in plain language is this is not
4 a genuine email. It would say attachments here. There
5 would be up at the top left, attachments. That's a common
6 line with any email, would be the attachment. Even if the
7 attachments are not sent, the cover email itself would
8 reference there are attachments. There aren't any on this
9 email. It's blank. It frankly looks like a product of a
10 word program, especially where the page number is, there's a
11 number 1 sort of right here in the middle of the page not at
12 the bottom. Most emails don't have a number and if they do
13 it's at the bottom. Not at the middle of the page like
14 that.

15 So it is, I believe, plain from Mr. Boling's affidavit
16 there was no effort to transmit the pleadings to a lawyer to
17 answer and there is no good cause.

18 Now, today, Your Honor, Mr. Jowers has given me two
19 more affidavits and I submit, again, these two affidavits
20 actually help me. They highlight the failure of the
21 defendant to address the issue. They don't dispute what is
22 said in Mr. Boling's affidavit. What they say -- there is
23 an affidavit from Mr. Leitzsey, again, who says that he did
24 not receive any notices of non-delivery, but Mr. Leitzsey
25 agrees that the supposed attachments they made on April 7

1 when they supposedly sent the email to Mr. Ormand only had
2 7MB of data. He agrees that the pleadings are no bigger
3 than that. That's not an attachment size that is going to
4 be a problem to send. Mr. Leitzsey does say, and, I think,
5 again, this is a straw man act, this is an effort to avoid
6 coming to the -- addressing the point. But he says in this
7 affidavit that on April 18 he sent a second email to Mr.
8 Ormand and the pleadings in the case with Grow Electric
9 which apparently didn't get delivered either. I knew
10 nothing about that co-defendant. That's another case and
11 it's not involved here, but, you know, the same problem
12 happening twice and I submit that in all likelihood it never
13 happened to begin with. That's just not -- it just doesn't
14 track.

15 The second document that they have delivered is an
16 affidavit of Kevin Killoy and he's a computer repair man.
17 He's not qualified like Mr. Boling. He works in computer
18 installation, maintenance and repair, okay. He's not a
19 software guy, he's not a tech guy. And what he says is that
20 he searched Ken Ormand's server and he didn't find any email
21 April 7 received by Ken Ormand. Well, we already know that
22 because there wasn't ever one sent. Mr. Killoy does say he
23 found two other emails sent to Ken by the Leitzsey's on June
24 15 and June 18. That doesn't prove anything. Just they
25 emailed their lawyer about another matter some other time.

1 Mr. Leitzsey -- I'm sorry. Mr. Killoy concludes, he
2 says email is not totally reliable. That's generality is
3 not convincing. Mr. Boling's affidavit gives website
4 addresses and provides very, very specific limitations of
5 systems admitted in these affidavits that the pleading come
6 well under the 25 to 35 MB size. And there is no reply in
7 either one of these affidavits that I received today, to Mr.
8 Boling's opinion that it's not a genuine email to begin
9 with, the one that's dated April 7. So they don't even
10 touch that to try to testify that that is genuine.

11 So Your Honor we think that the Leitzsey's are making
12 an effort to make something up to try to scrape by and we
13 would ask that the Court would enter a default, damages and
14 allow us to proceed with an Order of Reference to foreclose
15 the mechanics lien. I would ask if necessary to the
16 decision of the Court that the Court take judicial notice of
17 the information contained at the websites for Hotmail and
18 Roadrunner which will confirm what Mr. Boling says in his
19 affidavit.

20 THE COURT: Thank you. Thank you, Ms. Derrick.

21 Mr. Jowers.

22 MR. JOWERS: If it please the Court, Your Honor.

23 Your Honor, this is not a simple, straightforward
24 mechanics lien case. I'll tell you the whole story. This
25 is a nightmare scenario for anyone trying to build a home.

1 These folks hired a supposedly reputable builder and
2 probably because of the economy and who knows what the
3 contractor went broke. In December of last year my clients
4 basically noticed or discovered that the construction was
5 slowing down. In January they were served mechanics liens
6 by two different companies. Big Red Enterprises and Stock
7 Building Supply. At that point they hired Mr. Ormand in
8 January of 2011. Big Red filed a complaint, Mr. Ormand
9 answered it. Later, I think Stock filed a complaint and it
10 was eventually answered after extensions. This was an on-
11 going series of a number of mechanics liens against this
12 property because the builder failed to complete the project.
13 In February the builder, basically, quit. Told the people
14 he could not complete it and they had to take over the
15 project. At that point the house was not completed and in
16 the affidavits that we have filed you will see that at the
17 points --

18 THE COURT: In the prior affidavits?

19 MR. JOWERS: Yes. In the affidavits of the Leitzsey's.
20 They had paid this contractor \$422,000. The contract price
21 was \$475,000. They had to complete the home and it cost
22 them over \$35,000 more than the contract price to complete
23 the home. If you will look at the affidavit, also, Your
24 Honor, you will see an extremely meticulous set of records
25 of monies expended by these people to complete the home

1 after the contractor quit. To me this is evidence of the
2 very precise nature of these people. They did receive the
3 summons and complaint from the plaintiff and they did sent
4 it to Mr. Ormand because it was part of a whole raft of
5 documents that they were being bombarded with by other
6 litigants.

7 There was another one, Grow Electric, that is another
8 case that the same problem happened with these emails. They
9 received the documents and they were sent to Mr. Ormand.
10 The April 7 email that Ms. Derrick is referring to, the
11 document is attached to the affidavit has the references to
12 the attachment deleted. It says that in the affidavit. I
13 have a copy of -- the reason it was deleted was because we
14 could not get it sent from their sent box to me to look at.
15 So they had to delete the attachment for me to see it, after
16 I got involved in this case. I have a copy of it with me,
17 attachments, that I will submit to the Court since it's
18 become an issue.

19 MS. DERRICK: It was an issue --

20 MR. JOWERS: Yesterday when I got your -- Monday.
21 Tuesday, excuse me.

22 MS. DERRICK: Faxed to your office. I faxed Mr. Boling's
23 affidavit to Mr. Jowers last Friday.

24 MR. JOWERS: Yeah, after we left.

25 MS. DERRICK: Over a week ago. It was before Friday.

1 MR. JOWERS: It doesn't matter. There is no requirement
2 in the statute about motions like this for time, time
3 limits.

4 THE COURT: You may continue. Do you have any
5 objections, Ms. Derrick?

6 MS. DERRICK: Well, Your Honor, I'd like a copy and I'd
7 like an opportunity to have Mr. Boling look at that, too,
8 because it doesn't look like what they sent me here.

9 MR. JOWERS: Because it says in the -- Your Honor, it
10 says in the affidavit --

11 THE COURT: The affidavit being -- Mr. Leitzsey?

12 MR. JOWERS: Mr. Leitzsey.

13 THE COURT: Yes, sir.

14 MR. JOWERS: Okay. A copy of the -- this is in
15 Paragraph 13. A copy of the transmittal to Mr. Ormand is
16 attached as Exhibit D though the attachment has been deleted
17 from this copy.

18 They've had notice of that -- I think we sent this to
19 them in July.

20 THE COURT: It was filed, it appears to be filed August
21 -- I'll say first.

22 MR. JOWERS: Right. Apparently, Mr. Boling, whatever
23 his name was, did not, was not given this affidavit to see
24 that the people deleted it from the copy.

25 MS. DERRICK: Your Honor, I don't want to interrupt Mr.

1 Jowers, but Mr. Boling had this affidavit and the affidavit
2 says the attachment has been deleted from this copy, but
3 what Mr. Boling says is you can delete the attachment but
4 the cover letter of the email itself, the email cover should
5 still have an attachment line on it.

6 THE COURT: That's what you said earlier.

7 MR. JOWERS: That's what she's saying. I don't think his
8 affidavit says that. I dispute that, Your Honor, because
9 I've done it myself. You can take references to an
10 attachment off and print it, because he did that to send it
11 to me. That's why it was referenced in there and that
12 language doesn't say specifically that that language line
13 was deleted. That was intent. I've worked with these
14 people in preparing the affidavit. That's what he said. He
15 said he had to take that off to get it to me to see, after I
16 got involved in this whole unfortunate mess.

17 The point of the affidavit is that under the mechanics
18 lien law, and again the plaintiff in this case was a sub-
19 contractor. He is not someone who dealt with the owner. The
20 statute is clear that an owner owes no more than what he
21 owes to contractor. And actually since the contractor
22 defaulted and it cost them more to finish the house, then
23 the sub-contract is not entitled to anything. So we have a
24 perfect defense. Plus the mechanics lien that was filed
25 with the Court did not comply with the statute. The statute

1 was amended last year. Says that a licensed number must be
2 attached to the notice of the lien. The specific language
3 of the statute is this. To file a mechanics lien the
4 contractor must provide the County Clerk, the Court or
5 Register of Deeds proof that he is licensed to register. It
6 goes on to say, as proof of licensure or registration the
7 contractor must record his contractor license number or
8 registration number on the lien document when the lien
9 document is filed. That mandatory language is just that.
10 Mandatory. Mechanics liens are creatures of statute and the
11 statute must be complied for a statutory created right.

12 As Your Honor knows the standard for relief in this
13 situation is that the plaintiff had never gotten an entry of
14 default so the way we read the rules, we read an answer.
15 She's just now made this motion for entry. So at that point
16 the three standards are the time the defendant's filed
17 Motion for Relief. We filed, 45 -- I think 44 days after
18 the default date. Whether the defendants have a meritorious
19 defense. We have absolute meritorious defenses. The degree
20 of prejudice to the plaintiff if the relief is granted.
21 There is none other than having to defend the case on the
22 merits. They've done nothing other than file affidavits of
23 default. So there is no prejudice. So we contend, Your
24 Honor, that we have met the test. The statement from Mr.
25 Ormand and the Leitzsey's is that they attempted to send

1 each other -- Mr. Leitzsey intended and attempted to sent
2 these documents to Mr. Ormand. He did not receive them.
3 Email is not reliable. It's not. You know, we were here --
4 I was here a month ago for this same hearing. Ms. Derrick
5 didn't get the email. She was given a continuance. Email
6 is not reliable, Your Honor. Everybody who deals with email
7 knows it. I mean, I have personally found all sorts of
8 things on the Internet about, why can't Hotmail deliver
9 things. Fact is, Mr. Boling, based on his not understanding
10 what the Leitzsey's did. We contend we did everything.
11 It's good cause. They should not be punished.

12 These cases are -- especially like in Kim verses
13 Milton, Rule 55 C should be liberally construed to promote
14 justice and dispose of cases on the merits. That's what
15 we're asking for. Let's dispose of this case on the merits.
16 We can probably bring in 50 computer experts who would say
17 one thing and 50 would say the other. There was intent to
18 send these. There is no way that these very meticulous
19 people who kept excruciatingly clear records on what they
20 spent would have ignored two lawsuits. The second one
21 we've got the same problem with. Grow Electric, where they
22 had already hired a lawyer, given him two sets of pleadings
23 to answer. So for that reason it just doesn't -- it just
24 doesn't fly that they would have ignored these documents.
25 It's just simply does not compute, Your Honor, it just

1 simply doesn't compute that people would ignore losses when
2 these people have been through this nightmare scenario
3 trying to finish a house with mechanics liens being filed.
4 I think it's about six mechanics liens and so it's an on-
5 going situation. They were on top of it and the only
6 mistake they made was not calling Mr. Ormand to see if he
7 got them. That unfortunately -- too many people rely on
8 emails. I've had experiences where emails were not
9 delivered, like anybody that's dealt with it a long time
10 will see that happen.

11 Your Honor, I submit that the Motion for Entry should
12 be denied. The case should move on for a trial on the
13 merits.

14 Thank you, Your Honor.

15 THE COURT: Thank you. Thank you very much Mr. Jowers.
16 Why would Mr. Killoy, this is like second generation Killoy.

17 MR. JOWERS: Yeah.

18 THE COURT: You should know that being from Columbia,
19 also. His father had that business.

20 MR. JOWERS: Yeah. They own it. They've been involved
21 in computers for 20 years. It's not just computers, he owns
22 the business.

23 THE COURT: His mother is deceased, deceased now but she
24 was a school teacher?

25 MR. JOWERS: Yes, sir.

1 THE COURT: Taught me in the seventh grade. Seventh
2 grade. Ms. Killoy. One of the few that wasn't wearing a
3 habit. I remember his dad. I don't know Mr. Killoy. Well,
4 why didn't they examine the origin computer as opposed to
5 just the end computer. I mean, you've got both ends. You
6 know, my email is not reliable because I don't manage it
7 very well. That's why I have a law clerk. But you're going
8 to have both ends of the mirror. You're going to have the
9 outgoing and the incoming. And I thought, you know, if I
10 knew math I'd do what your dad did, perhaps. I'd be a
11 doctor. I thought you could take a mirror image and
12 everything is on your hard drive. I mean, it seems like
13 that's -- it's hard lifting for me, but it doesn't seem to
14 be hard lifting for a computer expert, Mr. Jowers.

15 MR. JOWERS: That's why we submitted the affidavit with
16 the copy. It shows it was sent on April 7, 2011, or
17 attempted delivery on that date.

18 THE COURT: All right.

19 MR. JOWERS: So good faith was present.

20 THE COURT: All right. Thank you.

21 MR. JOWERS: They attempted to do it.

22 THE COURT: Thank you, Mr. Jowers.

23 Ms. Derrick, anything else?

24 MS. DERRICK: Very, very briefly, Your Honor.

25 THE COURT: Sure.

1 MS. DERRICK: We filed the license certificate. That's
2 not a problem. You know, we've got a valid claim. We need
3 to get paid. I'll ask that the Court apply normal
4 procedural rules.

5 Essentially in one sentence what they are claiming went
6 wrong about the pleadings being too bulky is impossible
7 under both email systems of the client and recipient lawyer,
8 and Mr. Boling plainly says that in his affidavits.

9 The two affidavits that they hand up today don't
10 address that. It is impossible to have an email that is not
11 sent that the user is not warned about on either end.
12 That's just -- that's the case. We have human error that
13 creeps into, perhaps, our use of email, but the electronic
14 system itself is rigid and I think subject to judicial --
15 it's reliable. It's certainly the way the Court's sends its
16 notices.

17 You know, what they're saying here about why it didn't
18 get there is impossible, just couldn't happen.

19 THE COURT: Thank you, Ms. Derrick.

20 Yes, sir, Mr. Jowers.

21 MR. JOWERS: Well, Your Honor, the emails are not
22 totally -- I mean, the affidavits are not totally blaming
23 the delivery on the size of the documents. I think a fair
24 reading of Mr. Killoy's affidavit and not Ms. Derrick's
25 interpretation of it shows there are a number of reason why

1 emails are not delivered. Talking about judicial notice.
2 I've never gotten such a notification that something was not
3 delivered and I've had plenty not delivered, Your Honor. I
4 know anybody else being fair will say the same thing. It
5 just happens. There are too many reasons. It is not a
6 perfected system and we all rely on it too much. But the
7 Court, the Supreme Court is encouraging its use and it's
8 here and we're using it, but things like this happen.
9 That's why I don't think these people should be punished.
10 It's not like it's a year later, Your Honor. We're back in
11 a very short time, as soon as it was discovered. We're here
12 and we're ready to defend it on the merits. There is no
13 prejudice to the plaintiff and I submit that we're entitled
14 to be heard on the merits.

15 THE COURT: Thank you. Thank you very much, Mr.
16 Jowers. If you'll submit proposed orders. I haven't had an
17 opportunity to read all this material and address facts that
18 you addressed and also the plaintiffs facts. You can email
19 them to each other simultaneously to each other and my law
20 clerk. Is 30 days too much, too little.

21 MR. JOWERS: That's fine, Your Honor

22 MS. DERRICK: That's good.

23 THE COURT: Is that fine, Ms. Derrick?

24 MS. DERRICK: Yes, sir.

25 THE COURT: Mr. Jowers?

1 MR. JOWERS: Yes, sir.

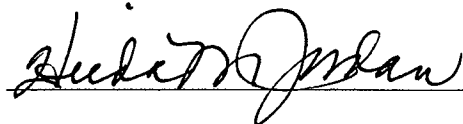
2 THE COURT: Thank you. Thank you very much.

3 (This proceeding was concluded.)
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C-E-R-T-I-F-I-C-A-T-E

I, THE UNDERSIGNED HILDA M. JORDAN, CVR-M, OFFICIAL COURT REPORTER FOR THE FIRST JUDICIAL CIRCUIT OF THE STATE OF SOUTH CAROLINA, DO HEREBY CERTIFY THAT THE FOREGOING IS A TRUE, ACCURATE AND COMPLETE TRANSCRIPT OF RECORD OF THE HEARING IN THE CAPTIONED CAUSE, IN THE COURT OF COMMON PLEAS FOR LEXINGTON COUNTY, SOUTH CAROLINA, ON THE 8 DAY OF SEPTEMBER, 2011.

I DO FURTHER CERTIFY THAT I AM NEITHER OF KIN, COUNSEL, NOR INTEREST IN ANY PARTY HERETO.



Hilda M. Jordan, CVR-M

March 25, 2013

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STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE CIVIL COURT

CAROLINA REFRIGERATION)
SERVICES, INC.,)
)
Plaintiff,)
-vs-)
)
CLAUDE L. LEITZSEY, SR.,)
ET AL,)
)
Defendants.)

TRANSCRIPT OF RECORD
11-CP-32-1369

July 23, 2012
Lexington, South Carolina

B E F O R E:

HONORABLE R. KNOX MCMAHON, Judge.

A P P E A R A N C E S:

JEAN P. DERRICK, Esquire
Attorney for the Plaintiff

GERALD D. JOWERS, Esquire
Attorney for the Defendants

L. COCONUT PANTSARI, R.P.R.
Circuit Court Reporter

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INDEX OF WITNESSES

(Court Reporter's Note: There was no direct or cross examination of any witnesses).

INDEX OF EXHIBITS

(Court Reporter's Note: No exhibits were marked or received into evidence).

1 (The following proceedings are reported on
2 July 23, 2012.)

3 THE COURT: Mr. Jowers, this is your motion?

4 MR. JOWERS: Yes, Your Honor.

5 THE COURT: All right. I would be glad to
6 hear from you.

7 MR. JOWERS: May it please the Court, Your
8 Honor. Your Honor, we have filed a motion under 59(e)
9 for an order to alter or amend the previous order of
10 this Court; also, in the alternative for a new hearing
11 under 59(a).

12 As a brief factual background, Your Honor, you
13 heard this case several months ago. If I may refresh
14 the Court's memory on the facts. This is a mechanic's
15 lien case.

16 I represent the defendants, the Leitzseys,
17 Claude, Lisa, and Claude, Sr. They own property here in
18 Lexington County. They hired a home builder called
19 Baudo and Associates in June of 2010 to build a home for
20 them on their property.

21 Baudo apparently retained a number of
22 subcontractors, which is the normal course of events in
23 home building. The plaintiff in this case, Carolina
24 Refrigeration, is a subcontractor of Baudo.

25 There is no contract between the Leitzseys and

1 the plaintiff in this case. The case is strictly a
2 mechanic's lien action. The plaintiff has asked to
3 foreclose the lien -- to establish and foreclose the
4 lien that is claimed on the Leitzseys' property.

5 After the contract was filed or signed in
6 June, progress on the home began in December of 2010.
7 Construction essentially stopped. At that point the
8 Leitzseys consulted an attorney, Kenneth Ormond of
9 Columbia.

10 Later in January a mechanic's lien was filed
11 by a company called Big Red Enterprises. They filed a
12 suit to foreclose their lien, and Mr. Ormond answered
13 that particular lawsuit.

14 In February of 2011, the representatives of
15 Baudo -- actually Mr. Baudo who owns the company -- told
16 these defendants that they could no longer complete the
17 project because he was in ill health and apparently was
18 not paying his subcontractors.

19 So on February 3, 2011, Baudo stopped worked
20 and basically told my client, the Leitzseys, that they
21 could not finish the house. The Leitzseys took over
22 construction on their own with the assistance and advice
23 of Mr. Ormond.

24 Since that time at least five liens have been
25 filed before this case was filed, and a total of seven

1 liens were filed throughout this ordeal for the
2 Leitzseys.

3 It is apparent that Mr. Baudo was doing like a
4 lot of home builders do, and that is paying for the last
5 house out of the draws on the current house that he is
6 building.

7 When his health failed, he could no longer
8 keep that merry-go-round going; so his world collapsed
9 and he could not pay his bills. That's why the
10 Leitzseys had seven liens against their property.

11 Their affidavit shows that they have paid the
12 contractor more than the contractor did. It took them
13 over \$30,000 more than the contract price to complete
14 the home in accordance with the signed contract.

15 Under the mechanic's lien's clause, the Court
16 knows that means that the subcontractors of Baudo are
17 out of luck. They cannot recover from the homeowner.
18 The homeowner under the law only is responsible for the
19 contract price.

20 In this particular instance with Carolina
21 Refrigeration, the summons and complaint was served on
22 or about April 7th. On the same day, Mr. Carl Leitzsey,
23 Jr. converted those documents that he received with a
24 digital home scanner to a P.D.F. file, which, of course,
25 is what is called portable document format. That means

1 it can be transmitted via e-mail.

2 He sent it to Mr. Ormond, as he did his
3 practice. A few weeks later the Leitzsey family was
4 attempted to be served by a company called Grow
5 Electric. That was on April 18th.

6 Those papers were served -- or at least
7 service was attempted. It was only effective as to Lisa
8 Leitzsey in that particular case. On the same day,
9 April 18th, those documents were converted to a P.D.F.
10 format by Carl Leitzsey, Jr.; and he sent those
11 documents to Mr. Ormond.

12 Included in that particular e-mail of
13 April 18th were also the same documents served by
14 Carolina Refrigeration. Mr. Ormond did not receive
15 those documents, and that is shown by his affidavit.

16 The problem in this case started with an
17 affidavit filed by Mr. William Boling, who is a supposed
18 expert used by the plaintiff. Mr. Boling looked at the
19 affidavit of Mr. Leitzsey, especially Exhibit D., which
20 was a copy of the e-mail that he originally sent to
21 Mr. Ormond.

22 For whatever reason when Mr. Leitzsey tried to
23 copy it, he could not get it to copy with the
24 documents -- or showing that there was an attachment to
25 it. Why? I don't know and he doesn't know.

1 In his affidavit Mr. Leitzsey mentioned the
2 fact that he couldn't do it, and he had to delete that
3 so that he could print it to give to me to attach to the
4 affidavit.

5 Mr. Boling seized upon that to question the
6 authenticity of that particular e-mail. Through
7 argument, through eloquent argument of my learned
8 opponent, she took that approach and jumped to the
9 conclusion that Mr. Leitzsey was lying; that he had
10 never sent the e-mail.

11 Then the Court, in its order, inferred that
12 since the computers of Mr. Leitzsey were never checked,
13 the Court finds the defendants never transmitted the
14 pleadings to their lawyer.

15 All of that chain of events, I think, started
16 with Mr. Boling questioning the authenticity of the
17 particular document attached to his initial affidavit.
18 After the order came out, we had a computer expert look
19 at the situation.

20 That affidavit is from Ryan Brown. It was
21 attached to the motion. I trust the Court has that.

22 THE COURT: I do.

23 MR. JOWERS: Here is the confusion about --
24 and Mr. Boling, being a supposed expert, should have
25 been able to explain it better than he did when he

1 created this problem for the Court.

2 Mr. Leitzsey was using Hotmail. That is a
3 service, a free service, of Microsoft Corporation, the
4 largest corporation in the world or at least it was a
5 few years ago. A lot of people use it.

6 Actually according to information in one of
7 Mr. Brown's affidavits, over 300 million people use it
8 worldwide. It is a worldwide service. A lot of people
9 rely upon that, but there are other free services, like
10 Yahoo and Gmail and stuff like that.

11 These particular e-mail services do not
12 utilize the home computers for storage. Storage is
13 through the system of Hotmail, Microsoft. If you look
14 at Mr. Leitzsey's computer, it's not there.

15 The documents he sent were stored on the
16 computers of Microsoft, somewhere in the world, God
17 knows where. The same is true with Yahoo and Gmail.
18 They do the same thing.

19 You can access those accounts from any
20 computer in the world, and you do not -- you don't have
21 to be on your own home computer. That's the beauty of
22 them is that you do not use or you are not limited to
23 your computer. You can go straight to the Hotmail site
24 or the Yahoo site, and you can have your account there
25 readily available.

1 Mr. Brown, in his affidavit, recites what he
2 did. He came to my office, used one of my computers. I
3 gave him Mr. Leitzsey's Hotmail address. He accessed
4 that. I inputted the password, which I had, and then
5 Mr. Brown was able to pull up Mr. Leitzsey's account.

6 The way these computer systems work or the
7 Hotmail accounts work is you have an inbox, which shows
8 incoming e-mails. Unless you erase them, they stay
9 there forever; and you have a sent folder, which will
10 keep you a record of everything you send. Every time
11 you push the send button, it goes into the sent folder.
12 Unless you erase it, it's there.

13 So what Mr. Brown did was he looked and found
14 the particular e-mails that are the question before the
15 Court. The one for April 7th, there is a copy of the
16 e-mail that Mr. Brown made in my office on my printers.

17 It shows the particular e-mail of April 7th.
18 It shows the attachments. He also printed the summons
19 and complaint with other documents, even the mechanic's
20 lien. They were all there.

21 The document -- give me one second, Your
22 Honor. It's Exhibit 1. It shows a circle with the date
23 sent on April 7, 2011, at 8:35 P.M. He did it when he
24 got home.

25 That date, according to Mr. Brown, cannot be

1 changed by anyone except Microsoft. It shows the
2 attachments, 7.6 megabyte attachment. It also shows a
3 copy was sent to Lisa Leitzsey. That's his wife and she
4 also has a Hotmail account.

5 Continuing through this affidavit, you will
6 see the e-mail of April 18th. Likewise, it was sent.
7 It was in the sent folder. It's in the logical order
8 according to Mr. Brown. It was there.

9 It proves beyond a shadow of a doubt that
10 Mr. Leitzsey initiated the e-mail in question. It
11 doesn't prove that Mr. Ormond got it, but it proves that
12 he took those steps to initiate that e-mail; and that's
13 all he could do under the constraints of the e-mail
14 system. They are all the same. It's what the Court
15 uses to send out notices to us and other communications.

16 The inference then that the e-mail was not
17 sent is simply not factually correct. The statement by
18 Mr. Boling of questioning the authenticity of the copy
19 attached to Mr. Leitzsey's affidavit is not correct.

20 The argument of counsel saying that
21 Mr. Leitzsey ignored the summons and complaint and went
22 on vacation is not correct. They were, in fact,
23 initiated and, in fact, initiated twice on April 7th and
24 again on April 18th.

25 So the Court's concern about Mr. Leitzsey's

1 computer not being examined is misplaced because there
2 is nothing on Mr. Leitzsey's computer to be found. As a
3 matter of fact, we allowed the expert, Mr. Boling, to
4 look at Mr. Leitzsey's computer.

5 He found nothing because there is not supposed
6 to be anything there. That computer basically sends
7 e-mails that are stored elsewhere. In my personal
8 e-mail account, I use Yahoo. There are e-mails that I
9 sent ten years ago in my sent folder, and I have changed
10 computers four or five times.

11 You can go anywhere in the world, use any
12 computer, access my sent folder or anyone's sent folder
13 on those various accounts. The personal computer you
14 are using at the moment does not store those things.
15 They are stored safely far away, much safer than they
16 could be stored on a personal computer.

17 THE COURT: But they can be accessed on your
18 personal computer.

19 MR. JOWERS: Sir?

20 THE COURT: They can be accessed.

21 MR. JOWERS: And they are stored.

22 THE COURT: They can be accessed from your
23 personal computer.

24 MR. JOWERS: Yes, sir. You can -- I've got
25 one of those smartphones. I could access that Yahoo or

1 the Hotmail account of Mr. Leitzsey right now if we had
2 time for me to punch through all the numbers.

3 That's the way they work. They are not on
4 your computers. So the concern of the Court that they
5 were not examined was misplaced because you wouldn't
6 have found anything anyway.

7 THE COURT: It would if you would have
8 accessed the Hotmail --

9 MR. JOWERS: We would have had to access the
10 Hotmail, but it was not necessary to look at the
11 personal computer. That is what the order said. The
12 order that, I guess, Ms. Derrick prepared was that:

13 The Court infers that Killoy was not asked to
14 do so because there was no such e-mails found from that
15 end of the process either. The Court finds the
16 defendants, in fact, never transmitted the pleadings to
17 their lawyer. In essence, that is factually not
18 correct. It was done.

19 THE COURT: All I'm saying is Mr. Leitzsey
20 could have accessed his Hotmail from his own computer to
21 show however many months ago we heard this case that the
22 e-mails made it to his sent file. That's all I'm
23 saying.

24 MR. JOWERS: That's true, Your Honor. We
25 filed a sworn affidavit that he did it. There was

1 nothing countering that, other than questioning the
2 authenticity of a particular copy, which was served on
3 us about less than a week before the hearing. That's
4 the point there is that there was --

5 THE COURT: Your point is well taken.

6 MR. JOWERS: Yes, sir.

7 THE COURT: If upon the review by Mr. Brown,
8 another expert, in accessing the Leitzsey's Hotmail
9 account finds that e-mails were prepared and made it
10 from the preparation to the sent folder --

11 MR. JOWERS: Yes, sir.

12 THE COURT: -- I mean, I understand that. I
13 guess my question was: Why did it take an expert to do
14 that? Why can't the individual access his own Hotmail
15 and access his own sent folder at the time? That's the
16 only point I'm making.

17 MR. JOWERS: He could have, Your Honor. His
18 sworn affidavit was there. That was -- we relied on
19 that perhaps mistakenly so, but there was nothing -- I
20 didn't think there was anything in Mr. Boling's
21 affidavit or anything else saying that he did not do it.
22 Because that was his sworn statement under oath that he
23 sent it. That was the question. He sent it and he
24 swore to it.

25 THE COURT: I guess that becomes an

1 interpretation of the word sent.

2 MR. JOWERS: It's like what does "is" mean?

3 THE COURT: It ends up saying like some of
4 these folks that "sent" their economic statement to the
5 various parties. But be that as it may...

6 MR. JOWERS: It's a good point that you raise
7 because Mr. Boling, in his second affidavit, got into
8 that particular question of what does send mean.
9 Mr. Boling apparently didn't look at the e-mail that
10 Mr. Leitzsey sent because he said he should have sent a
11 copy to someone else.

12 But if Mr. Boling had actually looked at the
13 e-mails that he had copies of or should have had copies
14 of, he would see that a copy was sent to Lisa Leitzsey,
15 Mr. Leitzsey's wife.

16 We got Mr. Brown back -- and there should be a
17 second affidavit from Mr. Brown -- he reviewed Lisa
18 Leitzsey's account and found that that e-mail was, in
19 fact, received in her, quote, inbox on the day it was
20 supposed to be.

21 We also have a copy there of the sequence of
22 e-mails that she has received during that time period
23 showing those e-mails in proper sequence, and that
24 sequence can't be changed by anyone other than perhaps
25 Microsoft, if even then.

1 So Mr. Boling, one of his complaints was that
2 it was not -- that Mr. Leitzsey should have sent a copy
3 to himself; but it was, in fact, sent to someone else,
4 Mr. Leitzsey's wife.

5 There was also a statement by Mr. Brown in
6 there showing what is called the header on the e-mail.
7 It's just a mass of numbers, but to an I.T. computer
8 expert it shows that the documents, the e-mails, do not
9 sit on Microsoft's server. It passed at least through
10 two servers of Microsoft in delivering that e-mail to
11 Lisa Leitzsey.

12 For whatever reason we do not know, that
13 e-mail was not sent. I will point out those e-mails
14 were sent almost immediately after receipt.
15 Mr. Ormond was representing these people at the time.
16 They had consulted with him. They had retained him. He
17 was answering one case.

18 These people were being bombarded with
19 lawsuits and mechanic's liens because of the acts and
20 omissions of their contractor. So the use of the
21 e-mails was reasonable.

22 Your Honor, in a similar case called Grow
23 Electric versus the Leitzseys, I would like to submit,
24 as persuasive authority to the Court, Judge Keesley's
25 opinion in that case.

1 The facts are identical because that was the
2 April 18th e-mail that I mentioned to Your Honor a few
3 moments ago. This order -- and I can't improve on what
4 Judge Keesley said; so if I may quote a couple of spots
5 from this, from page 3 and 4, Your Honor.

6 MS. DERRICK: Your Honor, I'm not familiar
7 with this order. I have not seen it and I object to it
8 being handed to the Court. We have got a factual issue
9 in this case that I am prepared to address. I don't
10 know about any other case.

11 THE COURT: Well, I take it for whatever
12 weight and value it has, Ms. Derrick. I don't know
13 factually about that case either. Mr. Jowers has
14 attached to his Rule 59 motion the e-mail of April 18th,
15 I believe.

16 MR. JOWERS: Yes, sir.

17 THE COURT: Concerning Grow Electric and
18 attached thereto are the summons and complaint and maybe
19 additional copies of Carolina Refrigeration.

20 MR. JOWERS: Yes, sir, they were all on the
21 April 18th e-mail.

22 THE COURT: This order is not attached. I
23 don't mean to imply that, but it may be -- it may have
24 some value. It may be the first cousin of Grow Electric
25 and Carolina Refrigeration somehow independently.

1 MR. JOWERS: Because we have the same e-mail
2 problem that I mentioned earlier. The April 18th e-mail
3 included the Carolina Refrigeration pleadings, as well
4 as the Grow.

5 So there were two attempts by Mr. Leitzsey to
6 send the Carolina Refrigeration -- that is the current
7 case -- documents to their attorney. So essentially the
8 facts are the same.

9 There was a default on the Grow Electric case,
10 and the same facts -- essentially it's the same facts we
11 had. Instead of two e-mails, there was only one e-mail
12 attempt in the Grow case.

13 Judge Keesley noted: Communication by e-mail
14 is a commonplace occurrence in the legal profession and
15 business. It's certainly not foolproof nor is regular
16 mail; however, it is relied upon by Courts to provide
17 notice of the hearings and to communicate important
18 information.

19 Here it is understandable that a homeowner who
20 has received various lawsuits communicated about them
21 using e-mail to her attorney and previously obtained
22 timely action from her attorney. I would assume that
23 the attorney received and acted upon the summons and
24 complaint that were e-mailed to him.

25 The Court does not find any demonstration of

1 inexcusable neglect on the part of Ms. Leitzsey. She
2 appears to have acted reasonably diligent. The context
3 of the service of process in this case was such that
4 there were several matters ongoing, all of which involve
5 the same general factual scenario.

6 Her attorney was familiar with the situation.
7 She entrusted these matters concerning the dispute over
8 the construction of her home to her attorney, and any
9 neglect in contact her attorney was clearly excusable in
10 the Court's view. That's what it comes down to under
11 55(c), Your Honor, is --

12 THE COURT: Excusable neglect is under
13 Rule 60; isn't it?

14 MS. DERRICK: Yes, sir.

15 MR. JOWERS: Good cause is the requirement
16 under this. Cases are interesting on this point, Your
17 Honor; but under that Sundown versus Intedge, you can
18 use that excusable neglect in finding good cause.

19 Here in this case if there was anything done
20 wrong by the Leitzseys, they should have followed up
21 with their attorney; but as Judge Keesley saw, this was
22 an ongoing situation.

23 They were, in fact, trying to finish the house
24 on April the 7th. They were still trying to get into
25 the house. They were, as I said, being bombarded by the

1 various cases, seven all total.

2 They rightly or wrongly made an assumption,
3 since the e-mail was delivered to Ms. Leitzsey, they
4 made that assumption -- which, of course, is dangerous
5 sometimes -- that it was sent and received.

6 So under this we have the other test. Once,
7 of course, you get past good cause, it's a meritorious
8 defense. And, yes, Your Honor, we have that. As a
9 matter of fact, we have an absolute defense because
10 Carolina Refrigeration is a subcontractor.

11 Under the law they are not entitled to collect
12 anything if the Leitzseys do not owe Mr. Baudo anything,
13 and they do not. The length of time of filing was about
14 40-something days after they discovered the existence of
15 this lawsuit.

16 The last factor is prejudice to the plaintiff.
17 There is no prejudice. They will simply have to defend
18 their position, and defending a position is not legal
19 prejudice. That's just what our system is all about.

20 The cases also have said, Your Honor, as you
21 know, about the Courts prefer to let matters be
22 litigated. Justice demands that the parties have their
23 date in court rather than being penalized by some
24 technicality that they were, in fact, innocent parties.

25 There is no showing that Mr. Leitzsey did

1 anything wrong in this case. The e-mails were sent.
2 They simply were not received. They are somewhere in
3 cyberspace that nobody really knows where.

4 So, Your Honor, we submit that the order of
5 this Court should be amended and altered to allow the
6 plaintiffs -- find the defendants not in default and
7 allow this case to be litigated properly so that they
8 have their day in court.

9 Furthermore, in the order, Your Honor, the
10 order granted an in personam judgment. That, Your
11 Honor, is not correct. We can't explain it. This is an
12 in rem action, and so the order was also incorrect in
13 granting this personal judgment. That needs to be
14 corrected.

15 Your Honor, we just submit that in the
16 interest of justice, the order should be amended because
17 there were some factual errors made. Relied on factual
18 errors is an abuse of discretion. So we submit the case
19 should be litigated on its merits. Thank you, Your
20 Honor.

21 THE COURT: Thank you. Thank you very much,
22 Mr. Jowers. Ms. Derrick.

23 MS. DERRICK: May it please the Court.

24 THE COURT: Yes, ma'am.

25 MS. DERRICK: I represent Carolina

1 Refrigeration Services that installed \$16,000 worth of
2 material and performed labor for the complete air
3 conditioning of the 5500 square foot residence on
4 Spence's Point at Lake Murray.

5 Actually about 90 percent through that job,
6 the prime contractor left and Mr. Leitzsey, Jr. called
7 my client, who is seated with me here at the table,
8 Chris Hutnyak, who is the president of Carolina
9 Refrigeration --

10 MR. JOWERS: Your Honor, I object to that
11 because that is not in the record. I haven't seen an
12 affidavit recounting any of this.

13 MS. DERRICK: I am replying to counsel's
14 statement.

15 THE COURT: As you both know, on a Rule 59,
16 you can't bring up new matter that was not argued before
17 anyway.

18 MR. JOWERS: Right.

19 THE COURT: I don't know what all that you
20 presented to the Court, whether it was or was not argued
21 before anyway, Mr. Jowers. I don't recall anything from
22 the first hearing.

23 MS. DERRICK: No, sir. It goes toward the
24 equities of the matter very briefly before I enter my
25 comments addressed to the legal principles that apply

1 here.

2 THE COURT: You may continue.

3 MS. DERRICK: Thank you, Your Honor.

4 Mr. Leitzsey, Jr. asked Chris to finish the job and
5 said, We have plenty of money. We will pay you. That's
6 why we have sued them personally because they hadn't
7 paid, and he did what they asked. There is a direct
8 contract there, as well as the mechanic's lien.

9 Your Honor, this is a second bite at the
10 apple. There are no new substantive facts that make any
11 difference in the underlying facts that Your Honor found
12 in the order, and Your Honor should deny the motion and
13 allow us to proceed to get paid.

14 Specifically he is asking you to alter or
15 amend the order because, quote -- or the finding rather.
16 He is asking that this be deleted from your order that,
17 quote, "Defendants, in fact, never transmitted the
18 pleading to their lawyer," end quote.

19 That is exactly true. All we found out on
20 this second round -- with inspections of both computers
21 that we made now -- there wasn't any reason not to make
22 them earlier. Neither side did -- what we found now is
23 that the Hotmail server malfunctioned not once but
24 twice, 100 percent failure rate, for transmitting
25 e-mails April 7th and April 8th. It's that bad of a

1 service.

2 The legal standard, Your Honor -- and this is
3 new. I will hand up to the Court a case under that
4 Sundown Operating Company versus Intedge. The Supreme
5 Court said -- and that was in 2009 -- that before you
6 even get to the point of talking about meritorious
7 defense and the timeliness of motion and the prejudice
8 to the plaintiff or the non-moving party, before you
9 even get to considering those issues, there has to be a
10 reasonable excuse for the failure to answer.

11 If I might paraphrase, the Supreme Court in
12 Sundown and the Court of Appeals in a subsequent case,
13 Limehouse versus Hulsey, which came out in 2011 -- and I
14 have handed up to Your Honor copies of both cases -- the
15 Courts say unreasonable conduct does not amount to good
16 cause.

17 An unreasonable explanation for default is not
18 a satisfactory explanation that serves a sufficient
19 interest of justice. You don't even get to first base
20 and consider the other three factors unless you find
21 that there was reasonable conduct that nevertheless led
22 to the default.

23 The Supreme Court says: A party must put
24 forth a satisfactory explanation of the default before
25 you consider the three factors. The defendants here

1 have not done that.

2 In effect what they are telling you is
3 something went wrong. We don't know what went wrong.
4 Well, our expert has identified it, which is the Hotmail
5 server malfunction.

6 The defendants, however, in the series of
7 affidavits that they submitted in the original hearing
8 before you and today have really actually sort of made
9 my case for me because all through their affidavits,
10 they admit that e-mail is unreliable and problematic and
11 not secure and frequently miscarries.

12 It starts out with the return that my worthy
13 opponent lawyer Jowers filed initially on September 8,
14 2011. There is a sentence on the second page, quote,
15 "These defendants subsequently learned that such large
16 files cannot be transmitted reliably by many e-mail
17 providers, including Hotmail," end quote.

18 That was the fight the first time when we went
19 before you because they were alleging, as Judge Keesley
20 found and was speculated in his order, that the
21 attachments that the Leitzseys made to the e-mails of
22 attorney Ormond were just too large to get to Ormond.

23 That was the inference in their return that we
24 were fighting. My expert William Boling, without
25 looking at anybody's computer, gave you an affidavit

1 filed September 6th that shot that out of the saddle.

2 That was the primary point of Mr. Boling's
3 affidavit at that time; that the servers on Ormond's
4 end, Roadrunner, and the Leitzseys end, Hotmail, could
5 transmit documents of a maximum size limit well capable
6 of receiving the attachments that accompanied,
7 supposedly, both the April 7th and April 18th e-mails
8 that Leitzsey says he sent to Ormond.

9 That's what Mr. Boling's affidavit says. If
10 you send an attachment and it's unsuccessful because of
11 size, Roadrunner is going to warn a sender that it's not
12 being received.

13 Hotmail will pop up that it has not been
14 delivered from the sending end, both sides, both
15 programs. So that's an impossibility that the size of
16 the attachment was the problem.

17 Now, Judge Keesley in this Grow Electric case
18 hadn't had the benefit of the factual development of the
19 record Your Honor does right now. He stops at -- and
20 this is on page 4 of his order -- quote, "a guess as to
21 why the e-mail does not go through or get kicked back
22 has been advanced that the attached files were too
23 large. In the Court's experience they are not of such a
24 nature that one should anticipate a problem; however..."

25 That is that case. This is this case. I have

1 made my record. I stand on it. I think an examination
2 of the facts that are in the record here compel the
3 conclusion that the Leitzseys were unreasonable.

4 After the return in the first argument before
5 you, they submitted the affidavit of Kevin Killoy, who
6 is an e-mail or computer expert. The last paragraph of
7 that affidavit says, quote, "It is very possible that
8 e-mails with attachments such as those sent to
9 Mr. Ormond would have been undeliverable and that
10 neither notice of attempted delivery would have been
11 given to the intended recipient nor notice of delivery
12 failure would have been given to the sender.

13 I have seen this many times in my work with
14 e-mail systems. In my experience problems with any
15 e-mail system are common, and despite popular belief,
16 e-mail is not totally reliable."

17 Well, that's my argument. You don't take
18 important legal documents and use an unreliable system
19 to transmit them. That's in the record. In fact,
20 Mr. Leitzsey filed an affidavit in the first hearing
21 before you August 1st.

22 He says in paragraph 13, quote -- after he
23 says he sent them -- "We did not telephone Mr. Ormond to
24 confirm receipt by him of the material, and we did not
25 receive any notification from our e-mail provider that

1 the e-mail and attachment were not delivered to him. We
2 assumed that the documents were delivered, and we
3 assumed Mr. Ormond was answering the complaint on our
4 behalf, Carl Leitzsey, Sr."

5 That is not reasonable conduct. I would argue
6 that counsel is saying they were being bombarded with
7 lawsuits. That's all the more reason to pick up the
8 phone and say, Mr. Ormond, you got complaints from us
9 from Carolina Refrigeration and Grow Electric; right?
10 We are getting ready to go on vacation. No, they just
11 went on vacation.

12 When Your Honor ruled in our favor, then they
13 got Mr. Brown to look at the computer. There is no
14 reason why Mr. Brown couldn't have looked and inspected
15 the computer earlier.

16 But he says, quote, "There are multiple
17 reasons why the e-mails may not have been delivered into
18 the inbox on Mr. Ormond's computer. Non-delivery of a
19 e-mail is a fact of electronic mail, and possible
20 explanations are speculative but not necessarily
21 anyone's fault." This is an unreliable system, the
22 Hotmail.

23 The second Ryan Brown affidavit says, "E-mail
24 is a fact of business and commercial life around the
25 world, and there are sometimes problems with e-mail that

1 are not necessarily anyone's fault sometimes," end
2 quote.

3 What we know since I filed the motion to
4 inspect -- which Mr. Jowers originally declined to allow
5 but then the day before the hearing called me up and
6 said we could go -- what we know from the inspection of
7 Mr. Ormond's computer -- and this is Mr. Boling's
8 affidavit filed June 19th -- is Ormond's computer or
9 server was fine.

10 It was wide open. It didn't have any spam,
11 filters, no kind of filters. It was receiving
12 everything that would be sent. It didn't have any
13 limitations of size.

14 We know, after having inspected that server,
15 that the e-mails -- neither e-mail -- was ever
16 delivered -- ever -- to Ormond. It was all a failure on
17 the sent side, all the failure on the Leitzsey side.

18 What we know when Mr. Boling inspected in
19 April the Leitzsey laptop was that there was nothing on
20 it. He hadn't even saved the files. He didn't have the
21 peg with him for the P.D.F. There was nothing. Nothing
22 of significance was found.

23 This is Mr. Leitzsey who knows that he is
24 bringing this computer in to show us how he sent the
25 e-mails. Your Honor said -- and this is correct as far

1 as I know -- that Leitzsey should have been able to
2 access the sent e-mails from his own computer, but he
3 couldn't do it when my expert was there looking at it.

4 There is no evidence of any P.D.F. files in
5 his possession, but Mr. Boling concludes that the effort
6 to send the e-mail was unsuccessful on both occasions,
7 and Mr. Boling identifies what went wrong.

8 Mr. Jowers has said today even: We do not
9 know for whatever reason the e-mails were never sent.
10 Mr. Boling identified the unreasonable conduct of
11 Mr. Leitzsey.

12 The problem is this particular e-mail service,
13 Hotmail. We are not talking about, as counsel
14 nevertheless said today, the e-mail systems are all the
15 same. It's what the Court uses. No, no, no. That's
16 not Hotmail. This is a free service. It is notoriously
17 unreliable.

18 I attached to the Boling affidavit an internet
19 article that shows Hotmail failures to deliver up to
20 81 percent of all attached e-mails. It was updated
21 March of 2011, the month before Mr. Leitzsey
22 nevertheless used Hotmail for this very important
23 delivery of legal documents.

24 Today I have handed up to the Court some more
25 internet articles. I tried to get articles that would

1 have been exigent and would have been available for
2 Mr. Leitzsey's knowledge before he used this Hotmail
3 service.

4 Fine Arts View: Hotmail can be unreliable.
5 That was March of 2007. Quote, "We discover that
6 Hotmail is notoriously unreliable," end quote. Quote,
7 "Don't use Hotmail for important mail unless you are
8 willing to risk losing a few messages," end quote. That
9 is common knowledge.

10 There was twice in the two months before
11 Mr. Leitzsey used his Hotmail account, there were
12 failures, massive failures, in the Hotmail system which,
13 quote, "Eroded your trust in Hotmail." That's the
14 second one, second article.

15 The third one is, quote, "Why you should
16 switch from Hotmail to Yahoo, A.O.L., or Gmail if you
17 have to use a free service. Hotmail is notoriously
18 unreliable."

19 Mr. Boling concludes his affidavit with
20 pointing out the unreasonable conduct of Leitzsey, first
21 of all, in using Hotmail. It is a system without any
22 guards, without any ways to track an e-mail, without any
23 way to send a receipt of delivery, a confirmation of
24 delivery. It drops messages on a regular basis.

25 Secondly, not using a return receipt requested

1 verified delivery, that was not possible on Hotmail
2 because it doesn't have that type of routine safety
3 feature.

4 Number three, why didn't he call the lawyer,
5 either telephone or another e-mail to be sure you got
6 them? Number four, just assuming hit and send means it
7 get delivered. Number five is not copying another
8 recipient, such as himself, to be sure it got sent.

9 If Lisa got it, they still should have checked
10 with Ormond. If it's worth the effort of checking with
11 Lisa, it's worth the effort of checking with Ken Ormond
12 to be sure it was delivered. He didn't even keep his
13 P.D.F. file that he sent on this important legal matter.

14 Your Honor, when Your Honor looks at the
15 factual pattern of defaults in other cases -- and every
16 case is different -- but we have got a long history of
17 cases where a corporate president was stricken with
18 depression and just didn't act quickly to send the
19 pleadings on to the lawyer. That was not excusable
20 conduct. That was unreasonable conduct.

21 You've got a hotel clerk who got served and
22 sent them to the insurance agent but not the insurance
23 company. That was unreasonable conduct. The default
24 was upheld.

25 It's very similar here. You know, I have had

1 a great time working on this case because I like to see
2 the old common law rules apply to new technology and see
3 how well they still work, and they do.

4 Because the way the Leitzseys handled their
5 important legal documents was not careful, was not
6 reasonable. It was a notoriously unreliable system, and
7 we have proved that. We have developed that in this
8 case. They should not be let out of default.

9 We would be prejudiced by the delay in getting
10 paid. They are not denying that the work was done.
11 They are not denying that the money is not owed. They
12 are just asserting the technicality, which I think if we
13 have to go forward, their promise to pay after the
14 default of the contractor, that cuts it. I hope we
15 don't have to go to that effort and that this gentleman
16 can get paid for that job and move on to more productive
17 things.

18 Counsel says the Leitzseys didn't do anything
19 wrong. Your Honor, they were careless. They were
20 imprecise and not diligent in carrying out their
21 business. There are penalties for that in the law, and
22 we would ask that Your Honor maintain the current order
23 and deny their motion. Thank you.

24 THE COURT: Thank you, Ms. Derrick.
25 Mr. Jowers.

1 MR. JOWERS: Yes, Your Honor. Thank you.
2 Your Honor, the standard under 55(c), which we have been
3 operating under, is good cause. Good cause has to
4 consider the totality of the facts, and the totality of
5 the facts are as I have laid out before the Court. I am
6 not going to repeat those, except these people were
7 involved in a lot going on. They sent their documents
8 to their attorney.

9 There is a question of the reliability of the
10 e-mail service. Your Honor, this article that
11 Mr. Boling attached to his affidavit is absolutely
12 preposterous that they would offer it to the Court as
13 proof of anything.

14 If you read this thing, Your Honor, you will
15 see that this guy -- and Mr. Brown mentions this in his
16 affidavit -- is a blogger, which means for a hundred
17 bucks anybody can have a blog on the internet.

18 He claims he is a writer and, I think, e-mail
19 adviser. He does not state any credentials, no
20 educational background. He is just someone with an
21 apparent axe to grind against Microsoft. He apparently
22 hates Microsoft, which a lot of people do, rightly or
23 wrongly.

24 This article cannot be given any credence by
25 this Court or anyone else. Mr. Boling, I think,

1 destroys what little credibility he has left by
2 attaching that and applying any credibility to it.
3 Because in his first affidavit he was saying, Oh,
4 Hotmail can do this.

5 Now he is flip-flopping and saying Hotmail is
6 very unreliable. The fact is 350 million people
7 worldwide use it. Every e-mail has problems. I have
8 experienced it. Everyone who uses any type of e-mail
9 will find problems.

10 In this case Ms. Derrick, the first time we
11 had a hearing in this case, she says she didn't get the
12 notice. I was here. I got the notice; she didn't get
13 it. The case was continued. We didn't check her
14 computer. The Court accepted her explanation.

15 In this case the Leitzseys sent and they did
16 everything they could to initiate that e-mail. They
17 rightly or wrongly assumed. It's still good cause.
18 It's still good cause. We are not under the harsher
19 standard of 60, 60(b). We are under good cause. It was
20 only a 40-something day delay.

21 The only prejudice is this man having to prove
22 what he said, and that remains to be said because the
23 answer denies all the allegations. We have denied them
24 in the answer that we filed.

25 He extended credit to Baudo, not to these

1 people. If he was owed that much at the end of the job,
2 that means he did not collect anything probably
3 throughout the process. He extended credit to this guy,
4 rightly or wrongly. So if you want to talk about
5 equities, it's his problem.

6 The other thing that Mr. Boling says was
7 unreasonable about not carbon copying himself. As we
8 said, that was done. See, Mr. Boling didn't read
9 anything. He just came up with excuses. He didn't read
10 any of the documents in his file.

11 Failing to retain possession of the P.D.F.
12 files, that, Your Honor, is ludicrous. A P.D.F. is
13 nothing but a photocopy in digital form. Mr. Leitzsey
14 has the original documents, plus they are saved on the
15 Microsoft servers.

16 There is a second affidavit we filed last week
17 from Mr. Leitzsey explaining what happened to it. He
18 still has those. He had just had surgery when these
19 people came and looked at those computers. He couldn't
20 remember what he did with them. He had it on a thumb
21 drive. He had transferred it to his home computer.

22 Again, Mr. Boling is looking at this computer.
23 He came to my office to look at Mr. Leitzsey's computer.
24 That was a waste of time because it's a web-based
25 server. He could have done it from his house looking at

1 Leitzsey's Hotmail account. They are there because
2 that's what he said in his affidavit, and they are still
3 there.

4 He sent -- he tried to do the right thing;
5 that is, Mr. Leitzsey. This brave new word, electronic
6 media, Courts haven't fleshed out. But as Judge Keesley
7 said, Electronic communication is a fact of life.
8 Everybody does it.

9 Even the Supreme Court said we had to have
10 e-mail addresses and supply it to the Court, which we
11 all did. The Court encourages it. The clerks use it.
12 Nobody gets a return receipt. So how can we impose a
13 higher standard on a homeowner than is imposed upon
14 Courts and the Clerks of Court.

15 So we contend there was nothing unreasonable
16 about the way Mr. Leitzsey acted. It's unfortunate it
17 happened but he did the right things. The cases, that
18 Tanner case, I believe, or whatever case it was called,
19 that was a case where the lawyer had that pleadings in
20 the file in their office; and they didn't do anything
21 about it.

22 This one, there is no showing. That pleading
23 is somewhere in cyberspace and nobody knows. There was
24 speculation about it being a large file, and that's a
25 reasonable assumption; but nobody knows. There is no

1 way to tell it.

2 All we know is that they were initiated.
3 Mr. Leitzsey did all that he could do. Mr. Ormond did
4 not receive it. Under oath as an officer of the Court,
5 he did not get it.

6 We contend that that alone is good cause,
7 along with the other factors under 60(b), which should
8 allow the Court to overturn the previous decision, amend
9 the formal order, and let this case be heard on the
10 merits.

11 If Carolina Refrigeration can prove a contract
12 with the defendants, then so be it. We will take our
13 chances in a trial on the merits. That's what we ask
14 for, Your Honor, is a trial on the merits. That's what
15 fairness demands under the circumstances.

16 There was -- the order is based on some facts
17 that were inferences that were not correct, and that's
18 why the Court should reconsider the opinion. Thank you,
19 Your Honor.

20 THE COURT: When I look at Mr. Leitzsey's and
21 Ms. Leitzsey's affidavit that was originally presented,
22 you say speculation. They have that in the same
23 affidavit that the electronic file was huge, containing
24 more than 20 M.B. of data and apparently was
25 undeliverable to Mr. Ormond because of its size.

1 That's the same affidavit that is relied on by
2 Mr. Leitzsey that he sent it. I don't understand -- and
3 perhaps this is an easy answer. I don't have the
4 knowledge. Attached to the affidavit, among other
5 things, is a number of checks. The very last document
6 is a copy of the 7 April 2011 e-mail.

7 MR. JOWERS: Yes, sir.

8 THE COURT: That he initiated.

9 MR. JOWERS: Right.

10 THE COURT: And that he, according to his
11 affidavit, this would be the e-mail that he assumed that
12 he sent to Mr. Ormond.

13 MR. JOWERS: Yes, sir.

14 THE COURT: To Mr. Ormond. He was able to
15 print this out.

16 MR. JOWERS: Off of his sent folder, Your
17 Honor. He could not print the wording that said the
18 attachment on it.

19 THE COURT: Is it because of the difference in
20 printing that this is a different form than the copy of
21 the e-mail that is attached to the motion to reconsider?

22 MR. JOWERS: Your Honor, I can't explain that.
23 He had problems -- he actually printed it twice. I
24 think if you look through the file I introduced one at
25 this last hearing.

1 Because he initially, for some reason, had
2 trouble getting it to print, just that page; and he had
3 to delete some material. That's all it was. It was
4 not -- he says that in his affidavit, that he deleted it
5 to get it to print.

6 THE COURT: He does say he had problems. The
7 copy of the transmittal to Mr. Ormond is attached as
8 Exhibit D., though the attachment has been deleted from
9 this copy.

10 MR. JOWERS: Yes, sir.

11 THE COURT: I was just curious as to why it's
12 printed out, why the form printed out and attached to
13 Mr. Brown's affidavit is different than the form
14 attached to Mr. Leitzsey's. That was just a question.
15 I was just curious.

16 MR. JOWERS: Your Honor, as far as I am
17 concerned, it was one of those computer things. But,
18 Your Honor, you earlier pointed about the size. That
19 was just speculation. They are trying to figure out why
20 this didn't happen. Nobody knows.

21 THE COURT: He put that speculation in an
22 affidavit.

23 MR. JOWERS: He speculated.

24 THE COURT: That he asked the Court to rely
25 on, and he is asking me to rely -- please, Mr. Jowers,

1 I'm not being argumentative with you. You have done an
2 outstanding job, as has Ms. Derrick. I don't mean it
3 like that.

4 But in that same affidavit is the affidavit
5 where he is saying, I sent it. Then the motion to
6 reconsider is I drew an improper inference because I
7 didn't rely on the affidavit on the transmittal of the
8 e-mail, which obviously I will look at all of it.

9 It is quite frankly kind of fascinating,
10 Mr. Jowers and Ms. Derrick. I'm not an electronic geek
11 at all. It's fascinating that those folks can do that,
12 but it's interesting to me.

13 Now, being of interest to me is very different
14 from Ms. Derrick's client and your client. It's very
15 personal to them because he is owed money allegedly, and
16 they allegedly responded in their mind appropriately, at
17 least under the rules and meet the good cause in the
18 Wham factors.

19 I realize it's more than just an interest to
20 the parties, but every case that comes into the
21 courtroom, as y'all know -- you have been practicing
22 many, many years -- that it's real people with real
23 issues.

24 MR. JOWERS: That's correct, Your Honor.

25 THE COURT: I understand my discretion and I

1 understand Judge Keesley's. I understand neither one of
2 us has boundless discretion. I will look at all of it.
3 Thank you very much. Did you want to add something,
4 Ms. Derrick?

5 MS. DERRICK: No thank you. It will be
6 repetitive.

7 THE COURT: Just for the record, you, of
8 course, know this, Mr. Jowers. If any attorney tells me
9 they didn't get notice by e-mail or otherwise as
10 officers of the Court, I accept it. I would accept
11 yours, just as I would Ms. Derrick's.

12 MR. JOWERS: I understand.

13 THE COURT: At any time, Mr. Jowers. Thank
14 y'all very much.

15 *** END OF REQUESTED TRANSCRIPT OF RECORD ***
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STATE OF SOUTH CAROLINA

FILED

AFFIDAVIT OF

KENNETH E. ORMAND, JR.

COUNTY OF RICHLAND

2011 AUG -1 2 4 10

The undersigned, being first duly sworn, deposes and says:

I am an attorney, duly licensed to practice law in the State of South Carolina with my principal place of business in Columbia, South Carolina. On or about January 28, 2011, I met with Claude and Lisa Leitzsey to discuss with them the termination of a contract between themselves and Baudo & Associates Home Builders, Inc. ("Baudo") for the construction of a dwelling on property owned by them and Claude M. Leitzsey (Sr.) located at 1588 Spence Drive, Lexington, SC 29072. At the time of the meeting Baudo had basically ceased to perform under the terms of the contract and was in default. It was the desire of the Leitzseys to terminate his services and to proceed to complete the construction of the dwelling without the assistance of a general contractor. We discussed the pitfalls of being your own general contractor and the issues of trying to find another contractor to take over the project, as well as the issues of payment or non-payment of subcontractors and suppliers by Baudo. Mr. Leitzsey brought with him a spreadsheet which he had maintained reflecting all draw requests by Baudo and payments to Baudo, both from the Leitzseys and from their construction lender, Branch Banking and Trust Company. The spread sheet appeared to be very comprehensive and was most helpful in defining what sums had been advanced and for what purposes. We proceeded to discuss basic Mechanic's Lien law and the theory that they were not responsible for the payment of work or materials for which payment had already been made by the Leitzseys. We also discussed the difference between a Notice of Mechanics' Lien and foreclosure of the lien, as well as the timing involved. I also advised them that the Notice of Mechanic's Lien did not demand a reply unless they wanted to discuss payment of the account, while a summons and complaint for the foreclosure of the Lien was a formal commencement of the civil action and required an answer.

Mr. Leitzsey proceeded to prepare a formal notice of termination and attempted to deliver it to Baudo by overnight courier, but was never able to effect delivery to Baudo at his home. I also prepared a form letter which the Leitzseys could utilize to place subcontractors and suppliers on notice that Baudo had been terminated and was no longer authorized to purchase material on behalf of the Leitzseys. On or about February 23, 2011, I received an E-mail from Nick Riley, an attorney in West Columbia, who was representing Big Red Enterprises, Inc., inquiring if I would accept service of papers commencing foreclosure of a mechanic's lien by his client. I told

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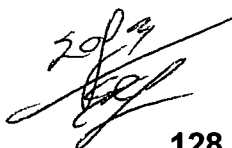
him that I could not do so but that I would arrange for the Leitzseys to accept service, which I proceeded to do. I then filed an answer in that case on behalf of the Leitzsys. During the months of March and April I had occasional communication with the Leitzseys and several other notices of Mechanics Liens were filed, but I was not aware of any other actions commencing foreclosure of any lien. On Saturday, May 21, 2011, I received an E-mail from Mr. Leitzsey enclosing a Notice of Mechanic's Lien from Consolidated Electrical Distributors, Inc. and at that time he informed me that the construction was complete and that they had moved into the house.

The following week I began to be concerned because it occurred to me that in his E-mail Mr. Leitzsey had made reference to Grow Electric and I was not familiar with Grow Electric. I proceeded to do a search of the records in the Register of Deeds and the Clerk of Court to determine if there had been actions commenced without my knowledge. I found that actions had been commenced by both Grow Electric and Carolina Refrigeration and that the time for answering had expired. I also found that an action for foreclosure had been filed by Stock Building Supply, but there were no affidavits of service. I tried to call the Leitzseys and then to E-Mail them. On June 7, I received an E-mail from Mr. Leitzsey stating that they were on vacation and would return at the end of the week. I asked them to contact me as soon as they returned, which they did and we immediately scheduled a meeting.

I then proceeded to contact the attorneys of record in each action to inform them of what had happened. I reached Ms. Derrick for Carolina Refrigeration and Mr. McGuffin for Stock. Ms. Derrick was not sympathetic to the circumstances. Mr. McGuffin was not certain if service had been completed, but allowed me ten days to file an answer in any event. I was not able to reach Mr. Baker immediately and we missed each other with an exchange of calls the next week.

I met with the Leitzseys on Monday, June 13, 2011, and advised them of the filing of the actions and of the default. At that time we determined that the pleadings of Stock had still not been served on Mr. and Mrs. Leitzsey, Jr. and had only been served the day before (Sunday) on Mr. Leitzsey, Sr. Mr. Leitzsey informed that he was aware of the pleadings and that he had previously forwarded them to me by E-mail. I performed a search on my computer and could not find them. I then requested that we associate Gerald D. Jowers, Esq. to assist us in the Grow Electric and the Carolina Refrigeration matters.

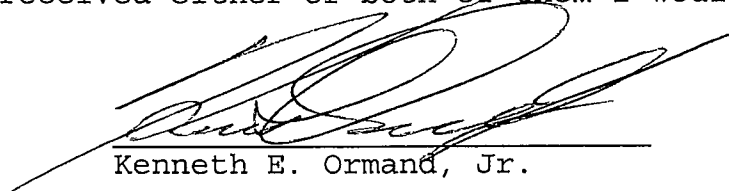
I met again with The Leitzseys and Mr. Jowers on Tuesday June 14, 2011, and we agreed to proceed to file answers in all



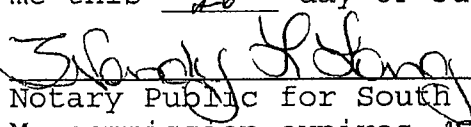
three cases, which we did.

On Wednesday, June 15, 2011, Mr. Leitzsey forwarded to me two E-Mails (minus attachments), one which he had previously attempted to send to me on April 7, 2011, concerning Carolina Refrigeration and the other which he had previously attempted to send to me on April 18, 2011, concerning Grow Electric. Mr. Leitzsey suggested that the size of the attachments in each case may have prevented delivery of the E-mail. In the past I have had occasions when the delivery of large attachments have not been delivered when sent by me and have had occasions when I have not been able to receive E-mails with large attachments. I have confirmed with my Internet Technician that large attachments could prohibit delivery.

I did not receive either the Summons and Complaint which Mr. Leitzsey attempted to send to me on April 7, 2011, in regard to Carolina Refrigeration or the Summons and Complaint which Mr. Leitzsey attempted to send to me on April 18, 2011, in regard to Grow Electric. If I had received either or both of them I would filed timely answers.


Kenneth E. Ormand, Jr.

Sworn to and Subscribed before
me this 26th day OF July, 2011.


Notary Public for South Carolina
My commission expires: 10-28-14

FILED
2011 JUL -1 2 4 10
CLERK OF COURT
SOUTH CAROLINA

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	
Carolina Refrigeration Services	)	
	)	
Plaintiff,	)	
	)	
	)	
Claude L Leitzsey, Sr.,	)	AFFIDAVIT
Lisa M Leitzsey, Claude L Leitzsey,	)	
Jr and Branch Banking and Trust	)	
	)	
Defendants,	)	
	)	
	)	

PERSONALLY APPEARED BEFORE ME CLAUDE L LEITZSEY, JR. AND
LISA M LEITZSEY, WHO FIRST BEING DULY SWORN, STATE THE
FOLLOWING:

1. On or about June 6, 2010, we made a contract with Baudo & Associates Home Builders, Inc. ("Baudo") for the construction of a residence on our property known as 1588 Spence Drive, Lexington, South Carolina; an executed copy of the specifications is attached as Exhibit A.
2. This Agreement provides that the total cost for this construction will be \$475,184.00. On execution of the Agreement, we paid to Baudo as a down payment \$100,000.00
3. Baudo began construction and, as construction progressed, we paid Baudo draw payments based on inspections made by our construction lender BB & T. We have paid Baudo draw payments of \$322,594.00 plus the down payment of \$100,000.00 for a total of \$422,594.00 We also paid Baudo \$13,594.45 for extra items as these costs were incurred Baudo owes us a credit of \$4,400 00 for items in the original specifications that were deleted

as construction proceeded. A summary of these expenses that we prepared is attached as Exhibit B along with copies of the checks paid to Baudo

4 The last payment made by us to Baudo was on December 24, 2010. On that date, we had paid Baudo \$422,594.00 on the contract price. This amount does not include the extra items

5. On or about December 28, 2010, Claude Leitzsey, Sr. who is a co-owner of this property, was served with a Notice of Mechanic's Lien from Big Red Enterprises claiming that it was owed money for work performed on our property.

6. We had noticed during the month of December that the contractor made little progress on our home and in January of 2011, construction basically stopped. We realized the project was in trouble and we consulted with attorney Kenneth E. Ormand, Jr. about the mechanics lien and our position with Baudo. Mr. Ormand advised us on our legal position in this matter and we retained his services for ourselves and Claude Leitzsey, Sr.

7 On or about February 2, 2011, Steve Baudo advised us that his company was unable to continue and complete the project because of his bad health. At this time, we were in full compliance with the Agreement. We believe that this constituted a breach of the Agreement by Baudo.

8. On this date, the home was far from completed.

9. We were forced to complete the home on our own without the assistance of a general contractor. We completed the dwelling in the same manner contemplated by the Construction Agreement with Baudo at the additional cost of \$83,803.22 for labor and material. The following are some of the items that we had to complete to finish our home: interior and exterior painting and staining, purchase and installation of finished flooring in all rooms and bathrooms, purchase and installation of kitchen cabinetry, purchase and

installation of bathroom fixtures, purchase and installation of a security system, purchase and installation of garage doors, driveway paving and numerous other finish items. Attached as Exhibit C is a summary of the work that we had to finish and pay to complete our home along with copies of the checks or credit card records.

10 All of these funds were spent by us after February 2, 2011 and none of this was paid to Baudo. This cost exceeded the contract price with Baudo by \$33,832.18

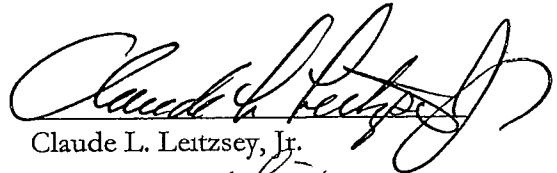
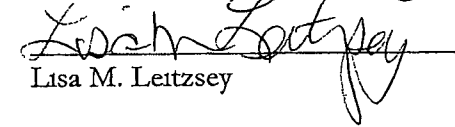
11 Our total out-of-pocket loss due to the breach of contract by Baudo was \$33,932.18 plus 4,400.00 in credits owed to us by Baudo for a total of \$38,332.18. In addition we have claims against Baudo for our time spent in managing the completion of our home and attorney fees as provided in the Agreement.

12. In March of 2011, we were served with a Notice of Mechanics Lien by Carolina Refrigeration Services and on April 7, 2011 were served with a Summons and Complaint from that company.

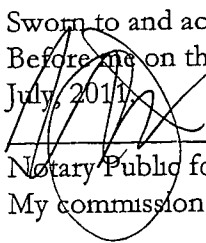
13 On receipt of these items, we converted these documents into a PDF electronic file and sent them to Attorney Ormand on April 7, 2011 as an attachment to an email from our personal Microsoft Hot Mail account. This electronic file was huge containing more than 20 MB of data and apparently was undeliverable to Mr. Ormand because of its size. A copy of the transmittal to Mr. Ormand is attached as Exhibit D though the attachment has been deleted from this copy. We did not telephone Mr. Ormand to confirm receipt by him of the material and we did not receive any notification from our email provider that the email and attachment were not delivered to him. We assumed that the documents were delivered and that we assumed Mr. Ormand was answering the complaint on our behalf and Claude Leitzsey, Sr

14. We fully intended to answer the Complaint filed by Carolina Refrigeration and defend ourselves in this matter. Mr. Ormand had already answered for us the Complaint filed by Big Red Enterprises (another subcontractor of Baudo claiming a lien) and we expected him to do the same with Carolina Refrigeration.

15. We had already paid Baudo through earlier draw payments for most if not all of the work performed by Carolina Refrigeration Services and Baudo should have paid them. Carolina Refrigeration always was a subcontractor of our contractor Baudo. Baudo selected and hired Carolina Refrigeration and we do not have any contractual relation with it.


Claude L. Lertzsey, Jr.

Lisa M. Lertzsey

Sworn to and acknowledged
Before me on the 27 day of
July, 2011.



Notary Public for South Carolina
My commission expires: 4/21/21

EXHIBIT A

Code	Job Cost Item	QTY	Price/unit	Budget	QTY	Actual	Add Tax y/n	Actual with Tax	Variance
2 07	Misc/			\$	0	\$		\$	
2 08	Front Concrete Porch Incl Lab & Mat	200	4.5	\$ 900.00	0	\$		\$	(900.00)
2 09	Side concrete Porch to include pan and extra piers - Lab & Mat	150	6.75	\$ 1 012.50	0	\$		\$	(1 012.50)
2 10	End Garage Pad Lab & Mat	480	3.75	\$ 1 800.00	0	\$		\$	(1 800.00)
2 11	Rear Porch Concrete Lab & Mat	400	3.75	\$ 1 500.00	0	\$		\$	(1 500.00)
2 12	Vinyl Ceiling Porches	300	7.75	\$ 2 325.00	0	\$		\$	(2 325.00)
2 13	Aluminum Porch @ rear	1	7500	\$ 7 500.00	0	\$		\$	(7 500.00)
2 14	Misc/			\$	0	\$		\$	
2 15	Misc/			\$	0	\$		\$	
2 16	Misc/			\$	0	\$		\$	
3 00	Framing Labor	5959	4.25	\$ 25 368.25	0	\$		\$	(25 368.25)
3 01	Framing Package - Material	1	34865	\$ 34 865.00	0	\$		\$	(34 865.00)
3 02	1 3/4x18x24 LVL 1 3/4x11 7/8x24 LVL 1 3/4x11 7/8x18 LVL 1 3/4x16x24 LVL 18x26 LVL 18x28 LVL	1	3795	\$ 3 795.00	0	\$		\$	(3 795.00)
3 03	Advantech T & G	150	31.49	\$ 4 723.50	0	\$		\$	(4 723.50)
3 04	Jeld-Wen BBG Energy Star rated windows w/lanes & screens	1	30369	\$ 30 369.00	0	\$		\$	(30 369.00)
3 05	Techshield Roof sheathing	270	16.54	\$ 4 465.80	0	\$		\$	(4 465.80)
3 06	Zip Wall Sheathing	170	15.32	\$ 2 604.40	0	\$		\$	(2 604.40)
3 07	Zip Tape	24	22.74	\$ 545.76	0	\$		\$	(545.76)
3 08	Cedar Gable in Front & Rear Gables Mat.	2	850	\$ 1 700.00	0	\$		\$	(1 700.00)
3 09	Front Door SEE ALLOWANCE			\$	0	\$		\$	
3 10	Exterior Railing side porch PT wood Material	1	210	\$ 210.00	0	\$		\$	(210.00)
3 11	Comrie Labor & Material	585	14	\$ 8 204.00	0	\$		\$	(8 204.00)
3 12	Roofing Labor	89	78	\$ 6 942.00	0	\$		\$	(6 942.00)
3 13	Roofing shingles incl ridge vents Material	89	83.25	\$ 7 409.25	0	\$		\$	(7 409.25)
3 14	Misc/			\$	0	\$		\$	
3 15	10 x 10 Pin Rod Columns	4	165	\$ 660.00	0	\$		\$	(660.00)
3 16	Base & caps for Columns	4	32.25	\$ 129.00	0	\$		\$	(129.00)
3 17	Gutters - Labor & Material	1	2800	\$ 2 800.00	0	\$		\$	(2 800.00)
3 18	Misc/	0	0	\$	0	\$		\$	
3 19	Shutters - Labor & Material	0	0	\$	0	\$		\$	
4 00	Plumbing includes Rheem HP50 HWHT Labor & Material	1	16590	\$ 16 590.00	0	\$		\$	(16 590.00)
4 01	Gas Lines - Labor & Material	1	800	\$ 800.00	0	\$		\$	(800.00)
4 02	Electrical Labor & Material	1	22800	\$ 22 800.00	0	\$		\$	(22 800.00)
4 03	Electrical Light Fixtures SEE ALLOWANCE			\$	0	\$		\$	
4 04	HVAC - 3.5 Ton 15 SEER split heat pumps down Room over garage with 1 climate zone 2 ton 15 seer split heat pump upstairs Digital programmable thermostats Labor & Material	1	16925	\$ 16 925.00	0	\$		\$	(16 925.00)

CO
Initials

LL
Initials

EXHIBIT B

CONSTRUCTION LOAN DRAFTS	
DATE	ADVANCE
21-Jul-10	\$61,400.00
5-Aug-10	\$27,500.00
12-Aug-10	\$8,500 00
19-Aug-10	\$60,375.00
2-Sep-10	\$23,815.00
16-Sep-10	\$52,720.00
7-Oct-10	\$23,320 00
27-Oct-10	\$17,625 00
11-Nov-10	\$14,000 00
9-Dec-10	\$10,750.00
23-Dec-10	\$22,589 00
TOTAL DRAFTS:	\$322,594.00

LEITZSEY PROJECT CONSTRUCTION COST UPDATE 12/23/10	
CONTRACTED HOUSE COST	\$448,286.58
MARK-UP (6%)	\$26,897.19
CONTRACT TOTAL:	\$475,183.77
DOWN PAYMENT	(\$100,000 00)
STARTING CONTRACT BALANCE	\$375,183.77
TOTAL DRAFTS TO DATE:	(\$322,594.00)
CONTRACT TOTAL REMAINING	\$52,589.77
MARK-UP (6%).	(\$26,897.19)
REMAINING HOUSE MATERIALS & LABOR.	\$25,692.58

TOTAL PAID TO BUILDER:	\$422,594.00

Payments to Builder	
\$ 100,000.00	Down Payment
\$ 61,400.00	Draw #1
\$ 27,500.00	Draw #2
\$ 8,500.00	Draw #3
\$ 60,375.00	Draw #4
\$ 238.15	Draw #5a
\$ 23,576.85	Draw #5b
\$ 52,720.00	Draw #6
\$ 23,320 00	Draw #7
\$ 17,625.00	Draw #8
\$ 14,000.00	Draw #9
\$ 10,750 00	Draw #10
\$ 22,000.00	Draw #11a
\$ 589 00	Draw #11b
\$ 422,594.00	

Credits from Builder	
\$ 1,773 02	Lighting
\$ 1,300 00	Shower Pan
\$ 525.00	Lavatory Faucets (7)
\$ 600 00	Toilets (6)
\$ 202.02	Powder Room Sink
\$ 272.74	Laundry Room Sink
\$ 98.00	Address Plate
\$ 500.00	Mailbox
\$ 4,400.04	

Change Orders	
\$ 2,430.00	
\$ 4,040 70	
\$ 6,608.75	
\$ 150.00	
\$ 300.00	
\$ 13,529.45	

Posting Date: 2010-06-08
 Sequence #: 4090316731
 Account #: 711068445
 Routing Transit: 08300013
 Amount #: \$100000.00
 Check/Serial #: 000000000735
 Bank #: 34
 Tran Code: 000735
 IRD: 0
 ItemType: P
 BOFD: 000000000
 Cost Center: N/A
 Teller Number: N/A
 Teller Seq Number: N/A
 Processing Date: N/A

LISA M. LEITZSEY
 CLAUDE L. LEITZSEY, JR.
 5517 FAIRWOOD OAKS PL.
 LOUISVILLE, KY 40291-1499

21-13 665
830

735

711068445

DATE 3 June 2010

PAY TO THE
ORDER OF

Baudot & Associates Home Builders \$ 100,000.00

One Hundred Thousand and 00/100

DOLLARS



Security Features
Detailed on Back

CHASE

JPMorgan Chase Bank, N.A.
 Louisville, Kentucky 40202
 www.Chase.com

MEMO 1588 Spence Dr. Downpayment

Claude L. Leitzsey Jr.

⑈083000137⑈

711068445⑈0735

ENDORSE HERE

[Signature]

DO NOT WRITE BELOW THIS LINE

RECEIVED BY - 07-2010

Date: February 4, 2011

Branch Banking and Trust

Page 1 of 1

Reference: 10000237913727.10000237914727.10000237742738

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
 338 CALYPSO RD
 GILBERT, SC 29054

1502
 87-16Q/532

22 July 2010
Date

PAY
 to the order of Steve Bauda & Associates Home Bldg. \$ 61,400.00
Sixty One Thousand Four Hundred and 00/100 Dollars


 BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BB&T BB&T.com



For Spence Island Draw #1 Signature Claude L. Leitzsey

⑆053201607⑆000522898066⑆01502

⑆053201607⑆000522898066⑆01502

[illegible]

Date	20100723
Amount	6140000
Serial Number	0000001502

Account Number 0000005222898066
CR-DR D
Transaction Link 011547290051656223

BB&T OnLine® CHECK IMAGE

[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account: 5222898066 Date: 08/06/2010 Check Number: 1505 Amount: \$27500.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1505 87-160/532
Date: <u>6 August 2010</u>		
PAY to the order of <u>Baydo & Associates Home Builders</u>		<u>\$ 27,500.00</u>
<u>Twenty Seven Thousand Five Hundred and No/100 Dollars</u>		Security Features Details on Back
BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	Elite SIGNATURE	
For <u>Spence Island Home Cont #2</u>		
MICR: ⑆053201607⑆0005222898066⑆01505		

Back View (Mouse over the image to enlarge.)

[Print](#) | [Close Window](#)
[Save Instructions](#)

Windows users: Right click on the image of the check and select Save Picture As.

Date: February 4, 2011

Branch Banking and Trust

Page 2 of 2

Reference: 10000237922201:10000237923201:10000237751218

BB&T Branch Banking and Trust Company		Miscellaneous Debit	
BRANCH NAME Sunset	PREPARED BY S. Shealy	DATE 8/13/10	DDA/SAV DEBIT TRANCODES 6700 - Force Pay Debit Memo 6800 - Debit Memo 6802 - Deposit Corrections 6804 - Currency Coin Change Order 7102 - Force Pay-Closed To All Post 7103 - Account Close Out Closed To All Post 7104 - Closed In 90 Days 7305 - Research Charge 7307 - Wire Transfer Fee 9601 - Interest Paid Adjustment CERTIFICATE OF DEPOSIT DEBIT TRANCODES 7000 - Partial Withdrawal With Penalty 7100 - Partial Withdrawal Without Penalty 9000 - Redemption Without Penalty 9100 - Redemption With Penalty 9910 - Available Interest Withdrawal
ACCOUNT NAME Claude Leitzsey Jr.	TRANSACTION DESCRIPTION Pay Builder draw for construction		
CLIENT SIGNATURE per phone conversation	Serial Number 0005222898066		
	Account Number 6000	Tran Code 6000	
		Amount \$ 8,500.00	
F0005000678 (Rev 06/11/09)		8026604 837910 047 00240 9:09 08/13/10 #0005222898066 TRANHDLN \$8,500.00	

#531011214 8847 #6306
 1251 ABBOTSFINE DR PKT004
 CHARLOTTE, NC 28132016
 7702120791

Date 20100813
 Amount 850000
 Serial Number 0000000000

Account Number 0000005222898066
 CR-DR D
 Transaction Link 016306770212079013

Date: February 4, 2011

Branch Banking and Trust

Page 1 of 2

Reference: 10000237922201:10000237923201:10000237751218

OFFICIAL CHECK		M16779 10101321
THE REPLACEMENT OF THIS DOCUMENT REQUIRES THE COMPLETION OF A BB&T DECLARATION OF LOSS		
5002835604		
68 236/514		
850000.00 DOLLARS		COPY NON NEGOTIABLE
BB&T		CREDIT COPY
Clerk of Court		
#5002835604# 1051402369:0001019010097#		13

#531011214 BB&T #6396 1251 ARROWLINE DR PKT004 CHARLOTTE, NC 28132610 7707120790	

Date 20100813
Amount 850000
Serial Number 5002835604

Account Number 0000001019010097
CR-DR C
Transaction Link 016306770212079013

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 08/20/2010 Check Number: 1507 Amount: \$60375.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1507 67-160/532
20 Aug 2010		
PAY to the order of <u>Baudouin & Associates Home Builders</u>		\$ 60,375.00
<u>Sixty Thousand Three Hundred Seventy Five and 00/100</u>		Dollars
BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK 887 BB&T.com	Elite www.bbt.com	Security Features Details on Back
For <u>Draw #4</u>	Signature <u>Claude L. Leitzsey</u>	
⑆053201607⑆0005222898066⑆01507		

Back View (Mouse over the image to enlarge.)

150688194 08-20-2010 0532000008 First Reliance

00

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 09/03/2010 Check Number: 1508 Amount: \$238.15

Front View (Mouse over the image to enlarge.)

CLAUDE L. LEITZSEY JR
LISA M LEITZSEY
338 CALYPSO RD
GILBERT, SC 29054

1508
07-160/532

3 Sept. 2010
Date

PAY
to the order of Skeys Baudo & Associates Home Bldg \$ 23,815
Twenty Three Thousand Eight Hundred Fifteen and 10/100 Dollars

BB&T
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BB&T BB&T.com

For Draw # 5

Signature: Claude L. Leitzsey Jr.

053201607000522289806601508

Security Features
Detailed on
Back.

Back View (Mouse over the image to enlarge.)

166803387 09-03-2010 053208008 First Reliance

BB&T

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Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 09/07/2010 Check Number: 1509 Amount: \$23576.85

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1509 07-160/532
7 Sept. 2010 Date		
PAY to the order of <u>Steve Baydo & Associates Home Bldrs.</u> \$ <u>23576.85</u> <u>Twenty Three Thousand Five Hundred Eighty Six</u> ^{85/100} <u>Dollars</u>		Security Features Details on Back
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	 Signature <u>Claude L. Leitzsey Jr.</u> MP	
For <u>Draw #56</u>		
⑆053201607⑆0005222898066⑆01509		
Voided Check		

Back View (Mouse over the image to enlarge.)

161693868 09-07-2010 ⑆053208888⑆ First Reliance	
	
	
	

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Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

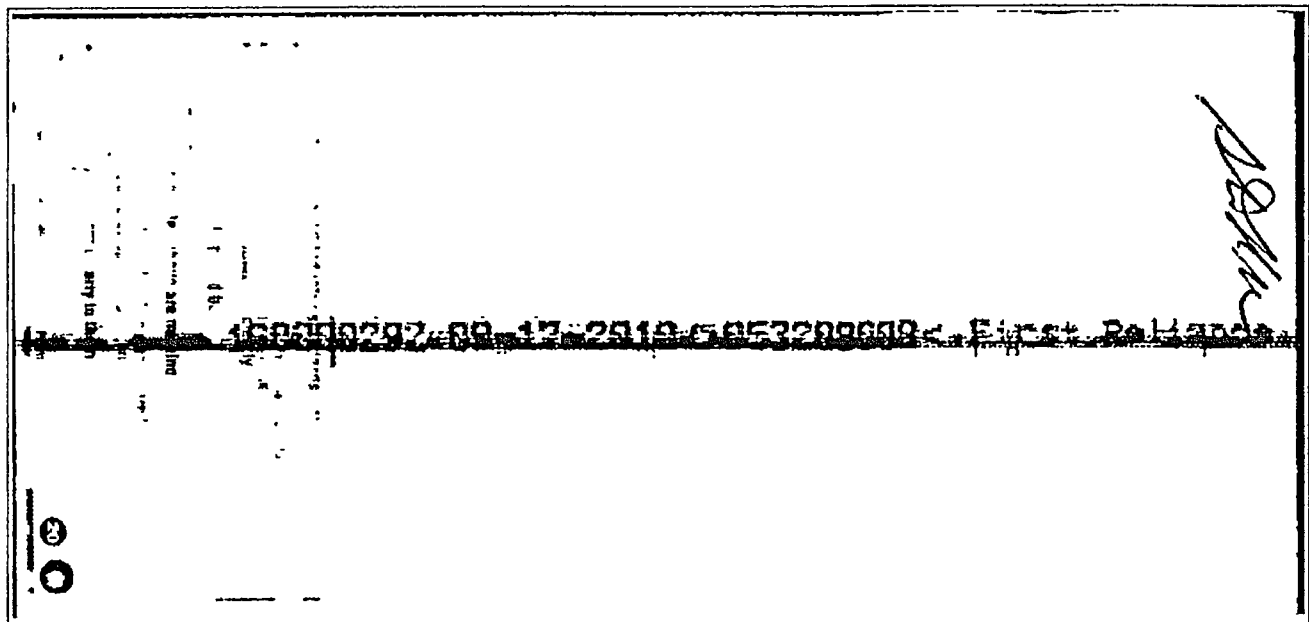
Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 09/17/2010 Check Number: 1510 Amount: \$52720.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1510 67-160/532
17 Sept. 2010 <i>Date</i>		
PAY to the order of <u>Steve Bayda & Associates Home Bldrs</u> \$ <u>52,720.00</u> <u>Fifty Five Thousand Seven Hundred Twenty and 00/100</u> Dollars		
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	 Signature: <u><i>Claude L. Leitzsey Jr.</i></u>	Security Features Details on Back
For <u>Draw #6</u>		
⑆053201607⑆0005222898066⑆01510		

Back View (Mouse over the image to enlarge.)



Signature strip: *Claude L. Leitzsey Jr.*

MICR line: ⑆053201607⑆0005222898066⑆01510

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

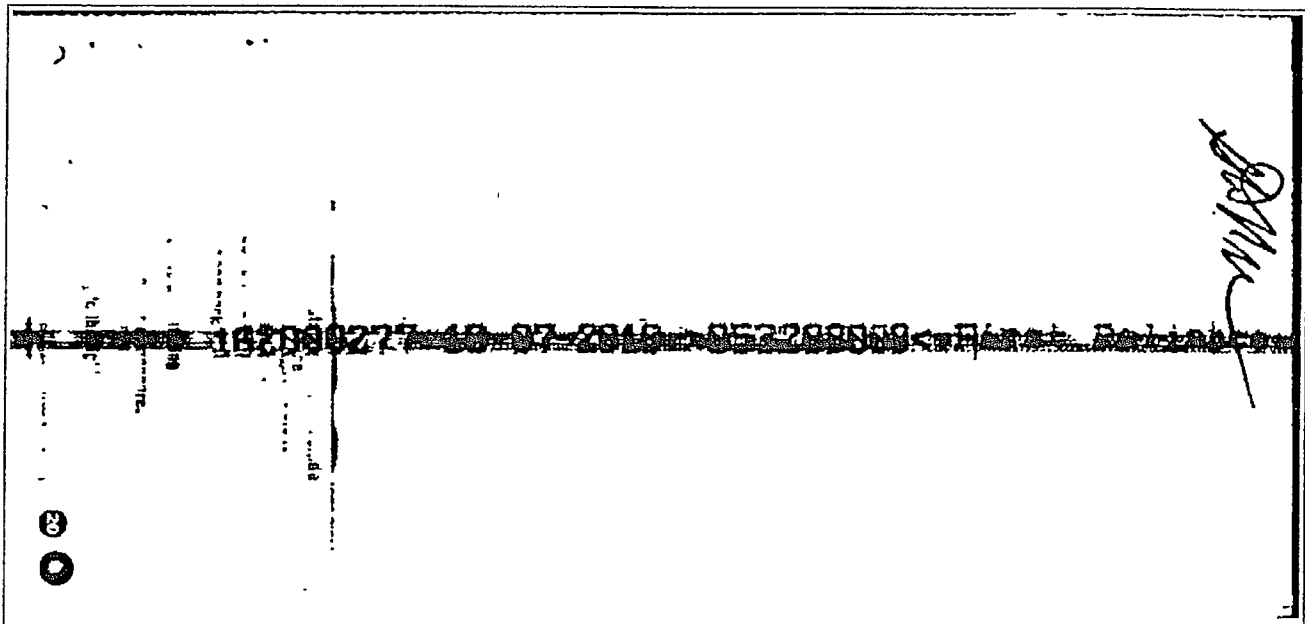
Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 10/08/2010 Check Number: 1536 Amount: \$23320.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1536 87-160/532
<u>Oct 8, 2010</u> Date		
PAY <i>to the order of</i> <u>Stone Bands and Assoc Done B</u> \$ <u>23,320.00</u>		
<u>Twenty three thousand three hundred twenty and no/100ths</u>		Security Features Delete on Back
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	 Elite BANK	
For _____	Signature <u>Lisa M Leitzsey</u> MP	
⑆053201607⑆0005222898066⑆01536		

Back View (Mouse over the image to enlarge.)



The back view of the check shows a signature on the right side and a MICR line across the middle. The MICR line contains the following numbers: 153609277, 68, 87, 2815, 053288888, 4, 8888, 888888. There are also some small circular marks on the left side.

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

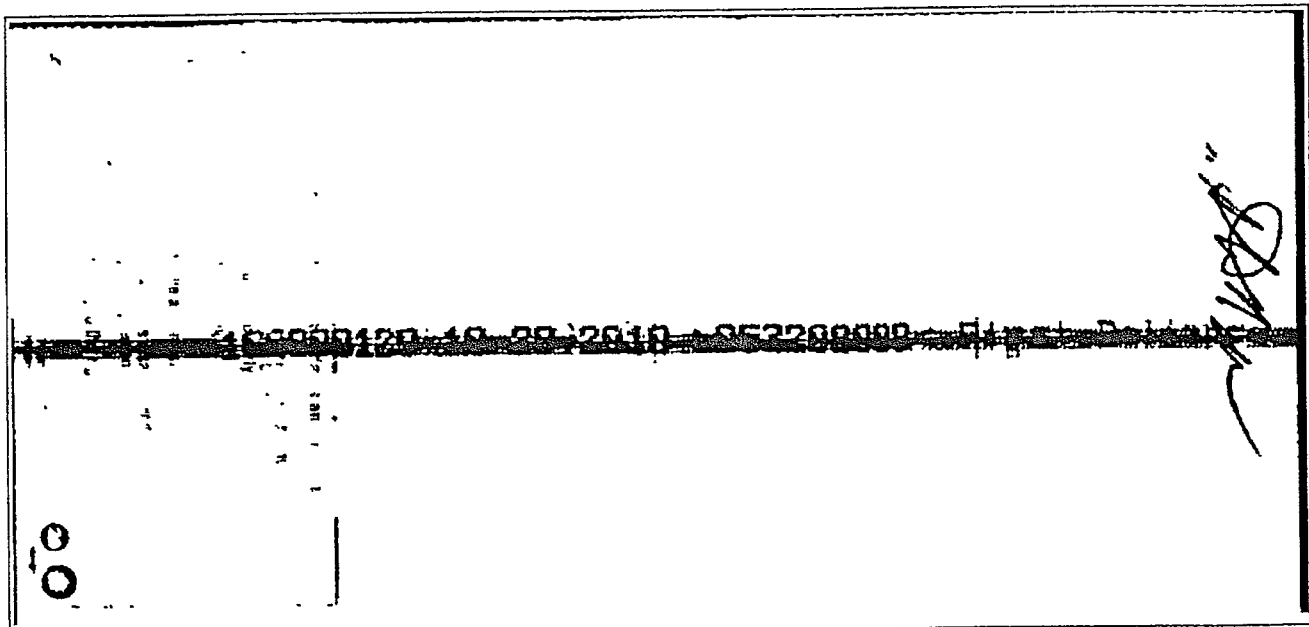
BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 10/29/2010 Check Number: 1521 Amount: \$17625.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1521 67-160/532
		<u>28 Oct 2010</u> Date
PAY to the order of <u>Steve Bando and Associates Home Bldgs</u> \$ <u>17,625.00</u>		
<u>Seventeen Thousand Six Hundred Twenty Five and 00/100</u> Dollars		Security Features Details on Back
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	
For _____	Signature <u>Claude L Leitzsey Jr</u>	
⑆053201607⑆0005222898066⑆01521		
Noted Check		

Back View (Mouse over the image to enlarge.)

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

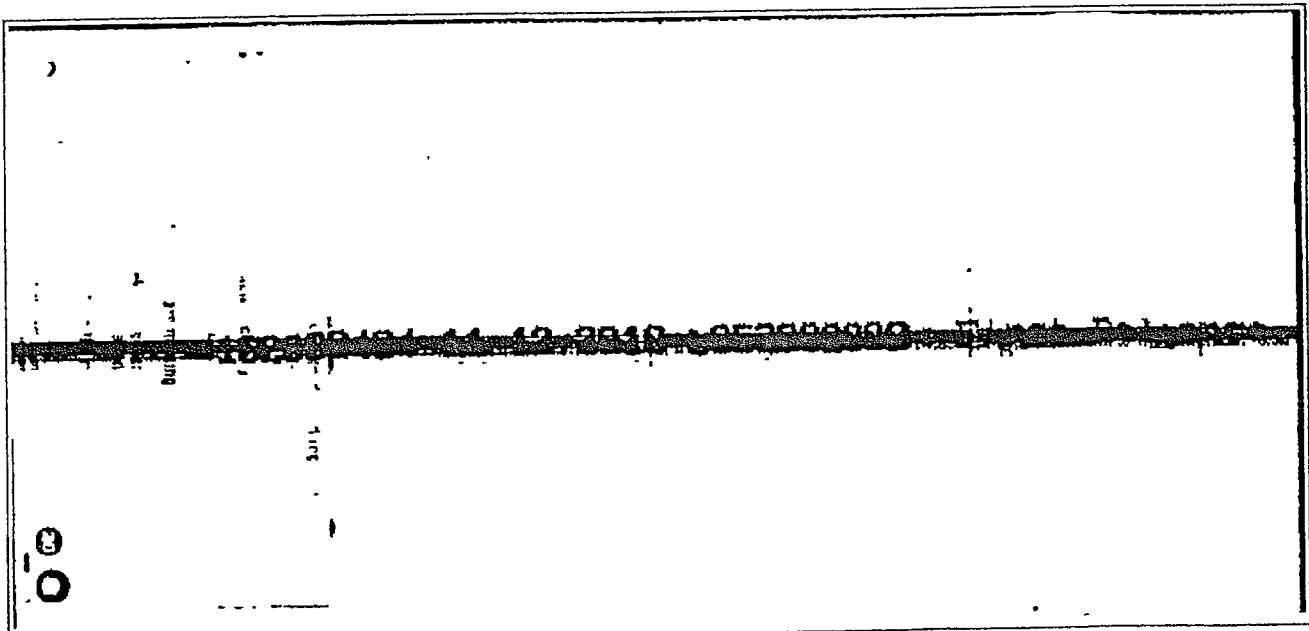
BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 11/12/2010 Check Number: 1524 Amount: \$14000.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1524 67-160/532
		<u>12 November 2010</u> Date
PAY to the order of	Steve Baudo & Associates Home Bldg \$ 14,000.00	
Housten Howard and 00/100		Dollars  Security Features Details on Back
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	 Signature <i>Claude L. Leitzsey Jr.</i>	
For _____		
⑆053201607⑆0005222898066⑈01524		

Back View (Mouse over the image to enlarge.)

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

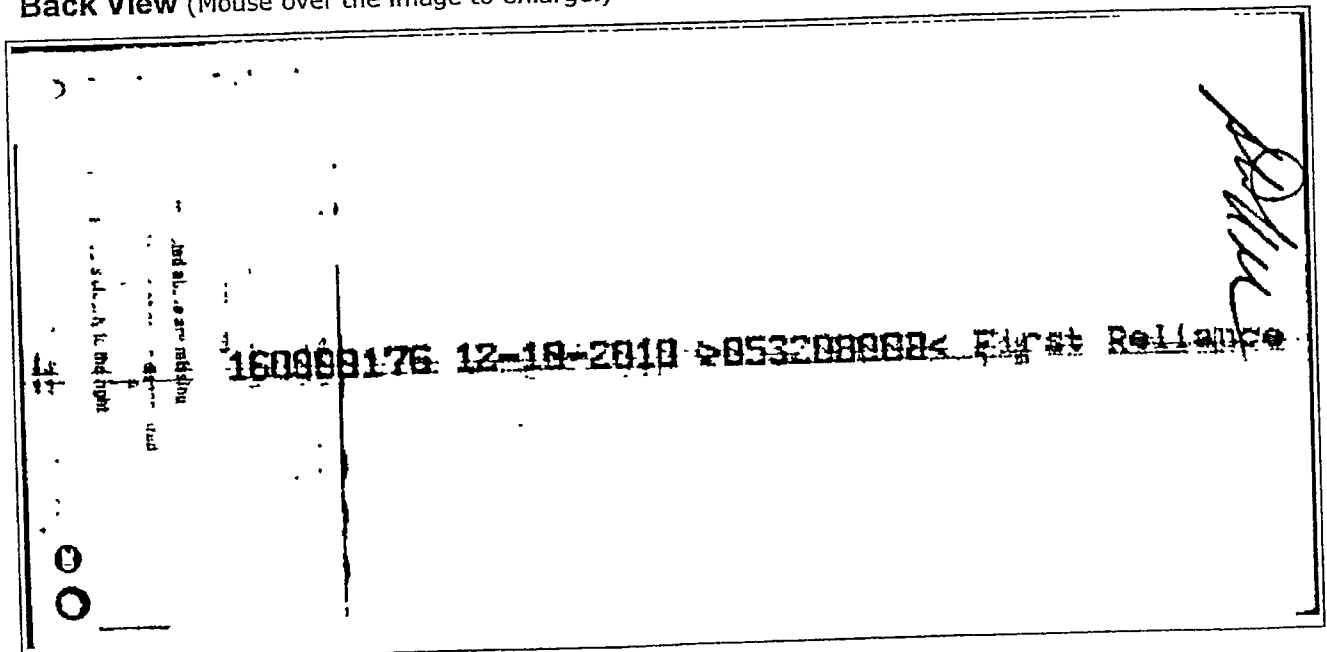
Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 12/10/2010 Check Number: 1546 Amount: \$10750.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1546 87-160/532
PAY <u>to the order of Stonehaus & Anne Home Builders</u> \$ <u>10,750.00</u> <u>Ten thousand seven hundred fifty and no/100</u> Dollars		<u>Dec 10, 2010</u> Date
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.COM		Security Features Details on Back
For _____ Signature <u>Lisa Leitzsey</u> MP		
MICR: ⑆053201607⑆0005222898066⑆01546		

Back View (Mouse over the image to enlarge.)



160999176 12-18-2010 ⑆053208888⑆ First Reliance

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Save Instructions

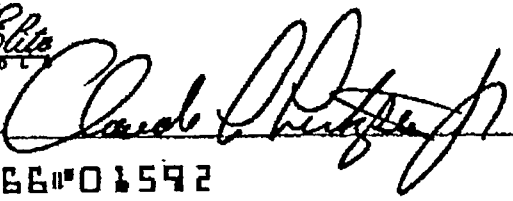
Windows users: Right click on the image of the check and select Save Picture As.

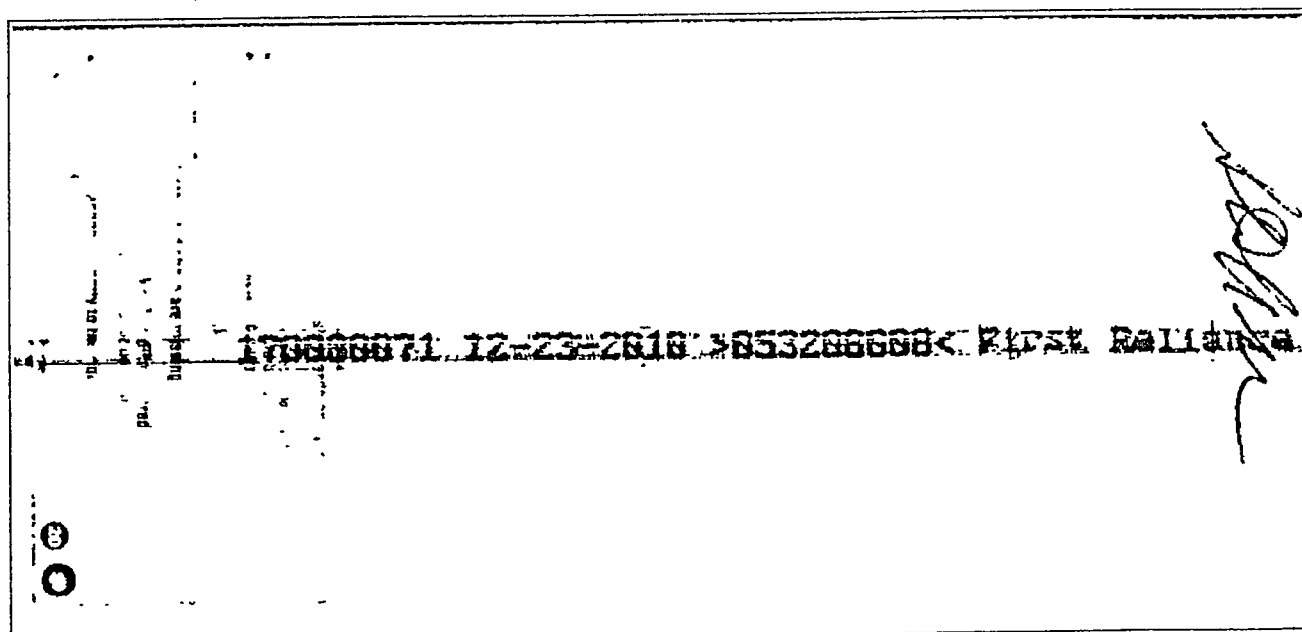
BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 12/23/2010 Check Number: 1592 Amount: \$22000.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1592 67-160/532
		<u>24 Dec 2010</u> Date
PAY to the order of <u>Steve Baydo & Associates Home Bldgs</u> \$ <u>22,000.00</u>		
<u>Twenty Two Thousand and 00/100</u> Dollars		 Security Features Details on Back
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	
For		Signature
⑆053201607⑆0005222898066⑆01592		

Back View (Mouse over the image to enlarge.)

⑆053201607⑆12-23-2010⑆0532066668⑆ RPSX RALLANSA

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 12/29/2010 Check Number: 1593 Amount: \$589.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1593 87-160/532
24 Dec 2010		Date
PAY to the order of <u>Steve Baudo & Associates Home Bldrs.</u>		\$ 589.00
<u>Five Hundred Eighty Nine and 00/100</u>		Dollars
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BMT BBT.com	
For _____	Signature <u>Claude L Leitzsey Jr</u> MR	
⑆053201607⑆0005222898066⑆01593		

Back View (Mouse over the image to enlarge.)

160080206 12-29-2010 2853288888 First Republic	
00	

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Date: February 4, 2011

Branch Banking and Trust

Page 1 of 1

Reference: 10000237922016 10000237923016:10000237751033

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1501 87-18Q/532
17 July 2010 <i>Date</i>		
PAY to the order of Baudo & Associates Home Builders \$ 2,430.00 Two Thousand Four Hundred Thirty and 00/100		
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	
For Change order extending Breakdown Signature <i>Claude L Leitzsey Jr</i>		
⑆053201607⑆0005222898066⑆01501		

⑆053201607⑆0005222898066⑆01501	
⑆053201607⑆0005222898066⑆01501	

Date 20100719
Amount 243000
Serial Number 0000001501

Account Number 0000005222898066
CR-DR D
Transaction Link 012535290632041219

154

BB&T OnLine® CHECK IMAGE

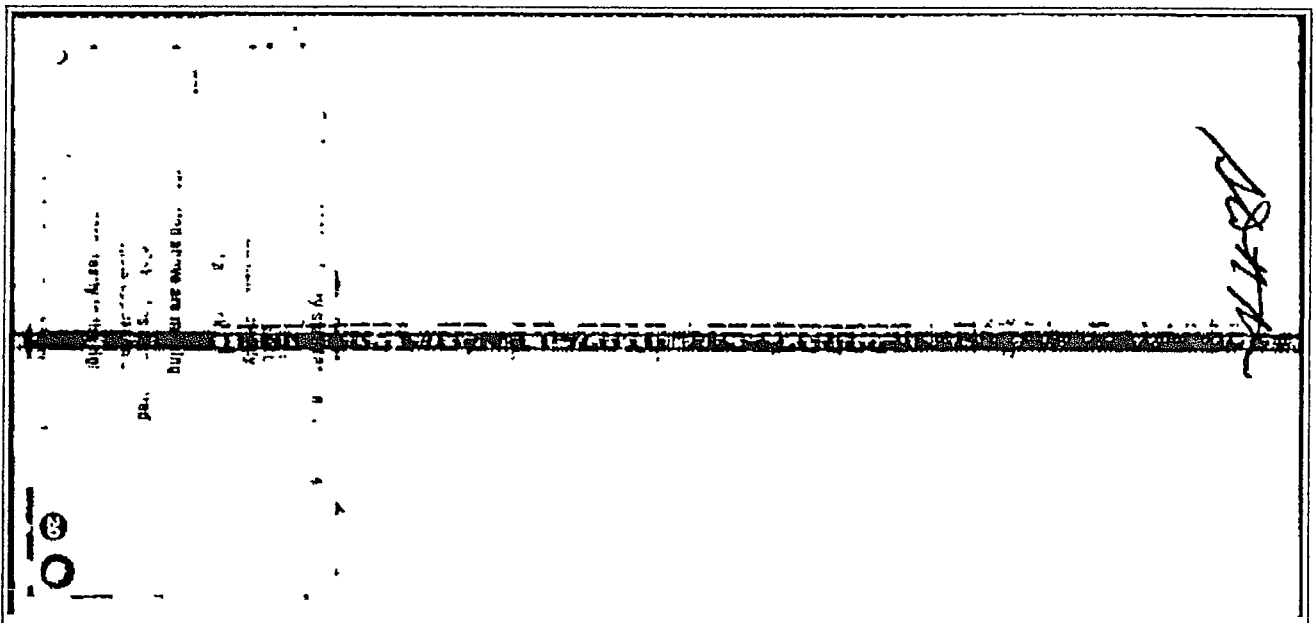
Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 08/17/2010 Check Number: 1506 Amount: \$6608.75

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 338 CALYPSO RD GILBERT, SC 29054		1506 07-160/532
<u>16 Aug 2010</u> Date		
PAY <i>to the order of</i> <u>Steve Boudo & Associates Home Bldg</u> \$ <u>6608.75</u>		
<u>Six thousand Six hundred Eight and 75/100</u> Dollars 		
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	 Signature <u>Claude L Leitzsey Jr</u> MP	
For <u>Cash #4</u>		
⑆053201607⑆0005222898066⑆01506		
Hidden Office		

Back View (Mouse over the image to enlarge.)



Print | Close Window

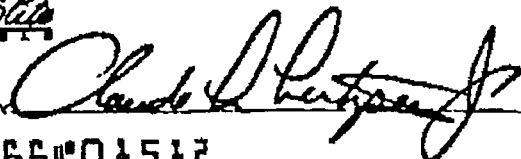
Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 10/07/2010 Check Number: 1512 Amount: \$150.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1512 67-160/532
PHOTO IN LIEU <u>20 Sept. 2010</u> Date		
PAY <u>to the order of</u> <u>Steve Baudo and Associates Home Bldg</u> \$ <u>150.00</u>		
<u>One Hundred Fifty and 00/100</u> <u>Dollars</u> 		
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	
For <u>HDMI Cable Instll (Backport)</u> <u>Claude L Leitzsey Jr</u> 		
⑆053201607⑆0005222898066⑆01512		

Back View (Mouse over the image to enlarge.)

	<u>65320806</u> <u>BCTD</u>	
		

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 10/07/2010 Check Number: 1513 Amount: \$300.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1513 67-160/332	
PHOTO IN LIEU		20 Sept. 2010	
PAY <i>in the order of</i> Steve Baydo and Associates Home Bldg \$ 300. ⁰⁰			
Three Hundred and ⁰⁰ / ₁₀₀ ————— Dollars			
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com		<i>Claude L. Leitzsey Jr.</i>
For Speaker wire install			
⑆053201607⑆0005222898066⑆01513			

Back View (Mouse over the image to enlarge.)

<i>BB&T</i>		<i>053208008</i>	
<i>BB&T</i>		<i>BB&T</i>	

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.

EXHIBIT C

"

EXPENDITURES TO COMPLETE LEITZSEY HOUSE AFTER DEPARTURE OF BUILDER

Aspect	Contractor	Actual \$	Actual/Contract \$	Date	Check #
County Building Permit	County of Lexington	\$ 140 00	\$ 140 00	3-Feb-11	1602
Provisional Power Inspection	County of Lexington	\$ 27 00	\$ 27 00	3-Feb-11	"
Owner Building Disclosure	County of Lexington	\$ 10 00	\$ 10 00	3-Feb-11	1603
Garage Doors	The Garage Door Company	\$ 3,470 00	\$ 3,470 00	9-Feb-11	1604
Sofet Correction	Enc Dunlop	\$ 700 00	\$ 700 00	22-Feb-11	1605
Sofet Correction	Enc Dunlop	\$ 300.00	\$ 300 00	22-Feb-11	1606
Back steps & deck	Congaree Builders (803-955-0670) (\$12/sq ft)	\$ 1,425 00	\$ 300 00	11-Mar-11	1558
Back steps & deck	Congaree Builders (803-955-0670) (\$12/sq ft)	\$ 1,425 00	-	17-Mar-11	1560
Interior paint finishing	Javier Martinez	\$ 500 00	\$ 500.00	14-Mar-11	1557
Interior paint finishing	Javier Martinez	\$ 300 00	\$ 300 00	21-Mar-11	1611
Brck Steps (3) & Touch-Up	Leonel Hernandez (803-348-1077)	\$ 4,153 74	\$ 4,153 74	22-Mar-11	1559
Interior paint finishing	Javier Martinez	\$ 3,000 00	\$ 3,000 00	25-Mar-11	1561
Final cabinet installation	Hinson Cabinet Co	\$ 21,282 00	\$ 21,282 00	25-Mar-11	1614
Plumber (trim)	Keith Long	\$ 2,800 00	\$ 2,800 00	31-Mar-11	1615
Security System	A1 - Ken Early	\$ 1,154 00	\$ 1,154 00	4-Apr-11	1616
Brck steps railing (3)	The Metal Works, Inc (803-808-1888)	\$ 1,395 00	\$ 210.00	6-Apr-11	1617
Brck steps railing (3)	The Metal Works, Inc (803-808-1888)	\$ 1,395 00	-	20-Apr-11	1568
Plumber (sewer & water)	Charles (Bo) Boozer	\$ 510 00	\$ 510 00	7-Apr-11	1564
Gutters	TCI - Gutters (Rhett DeMars 803-223-1797)	\$ 1,910 00	\$ 1,910 00	7-Apr-11	1610
Appliance Install	Colon Whitley (803-920-7667)	\$ 450.00	\$ 450 00	13-Apr-11	1620
Concrete Installation	Atlantis Pools - Dianne Young (803-530-2068)	\$ 5,450 00	\$ 3,700 00	15-Apr-11	1567
Plumber (trim)	Keith Long	\$ 500 00	\$ 500 00	19-Apr-11	1569
Final Interior Trim/Shoe Mold	Jessi Martinez	\$ 1,300 00	\$ 1,300 00	23-Apr-11	1575
Int/Ext paint finishing	Javier Martinez	\$ 2,900 00	\$ 2,900 00	29-Apr-11	1581
Low Voltage Wiring	A1 - Ken Early	\$ 1,216 08	\$ 1,216.08	2-May-11	1577
CHASE CREDIT CARD EXPENSES					
Flooring & Tile	Builders Wholesale, Inc. (payment #1)	\$ 4,320 67	\$ 19,000 00	29-Nov-10	1
Plumbing Hardware	FaucetDirect.com	\$ 202 02	\$ 202 02	4-Jan-11	2
Plumbing Hardware	PlumbersStock.com	\$ 274 15	\$ 274.15	19-Jan-11	3
Plumbing Hardware	FaucetDirect.com	\$ 1,322 48	\$ 1,322 48	17-Jan-11	4
Plumbing Hardware	PlumbersSurplus.com	\$ 89.41	\$ 89.41	20-Feb-11	5
Plumbing Hardware	WamHomeCenter.com	\$ 1,370 99	\$ 1,370.99	20-Feb-11	6
Door locks & handles	IQHardware.com	\$ 48 70	\$ 48.70	21-Feb-11	7
Door locks & handles	IQHardware.com	\$ 1,725 57	\$ 1,725 57	21-Feb-11	8
Replace Damaged Window	84 Lumber	\$ 117.05	\$ 117.05	22-Feb-11	9
Plumbing Hardware	KSCDirect.com	\$ 68 51	\$ 68 51	20-Feb-11	10
Plumbing Hardware	PlumbersSurplus.com	\$ (20.42)	\$ (20.42)	9-Mar-11	11
Bathroom Accessones	PlumbersStock.com	\$ 949 37	\$ 949 37	4-Mar-11	12
Bathroom Mirrors (7)	Columbia Shelving and Mirrors	\$ 599 00	\$ 599 00	14-Apr-11	13
Bathroom shower endl (3)	Columbia Shelving and Mirrors	\$ 1,537.50	\$ 1,537.50	14-Apr-11	14
Flooring & Tile	Builders Wholesale, Inc (payment #4)	\$ 4,892 75	-	18-Apr-11	15
Bathroom Mirrors (7)	Columbia Shelving and Mirrors	\$ 599 00	\$ 599 00	11-May-11	16
CITI CREDIT CARD EXPENSES					
Plumbing Hardware	PlumbersStock.com	\$ 296 20	\$ 354 10	28-Feb-11	1
Plumbing Hardware	PlumbersStock.com	\$ 789.28	\$ 789.28	28-Feb-11	2
Plumbing Hardware	OverstockDeals.com	\$ 837 75	\$ 837.75	28-Feb-11	3
Flooring & Tile	Builders Wholesale, Inc (payment #2)	\$ 9,026 51	-	1-Mar-11	4
Plumbing Hardware	OverstockDeals.com	\$ 63 95	\$ 63.95	3-Mar-11	5
Flooring & Tile	Builders Wholesale, Inc. (payment #3)	\$ 7,916.26	-	16-Mar-11	6
Vacuum Trim-Out	Central Vacuum Factory	\$ 131 92	\$ 131 92	20-Mar-11	7
Vacuum Trim-Out	Linen&Things.com	\$ 958 00	\$ 958 00	20-Mar-11	8
Final Interior Trim/Shoe Mold	Jessi Martinez (materials - The Building Center)	\$ 414 57	\$ 414 57	24-Mar-11	9
Bathroom shower endl (3)	Columbia Shelving and Mirrors	\$ 1,537 50	\$ 1,537 50	30-Mar-11	10
Total Amount		\$ 97,781 51			
Amount Comparable to Contract			\$ 83,803 22		

* Indicates items that were built above contract level "Actual/Contract" amounts shown are the contracted or allowance amount.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 02/04/2011 Check Number: 1602 Amount: \$167.00

Front View (Mouse over the image to enlarge.)

SCDL# 00833179

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
336 CALYPSO RD
GILBERT, SC 29054

1602
67-160/532

COMM & ECO DEV # 5-9-20
3 Feb 2011

PAY to the order of County of Lexington \$ 167.00
One Hundred Sixty Seven and 00/100 Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

Elite

For 1100249 + PPC Signature Claude L Leitzsey Jr

⑆053201607⑆0005222898066⑆01602

Handwritten Clerk

Back View (Mouse over the image to enlarge.)

LEXINGTON COUNTY
GENERAL OPERATING FUN.
Lexington County Treasurer
5127236498

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Account Type: Checking Account: 5222898066 Date: 02/04/2011 Check Number: 1603 Amount: \$10.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
336 CALYPSO RD
GILBERT, SC 29054

3 Feb 2011 **ROD** 1603
67160/532

PAY to the order of County of Lexington \$ 10.00
Ten and 00/100 Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BB&T BBT.com

Elite SIGNATURE

For _____ Signature Claude L Leitzsey Jr.

⑆053201607⑆0005222898066⑆01603

Standard Clarke

Security Features Details on Back

Back View (Mouse over the image to enlarge.)

LEXINGTON COUNTY
GENERAL OPERATING FUND
Lexington County Treasurer
5127236498

Print | Close Window

Save Instructions**Windows users:** Right click on the image of the check and select Save Picture As.**Mac users:** Drag the image of the check onto your desktop.

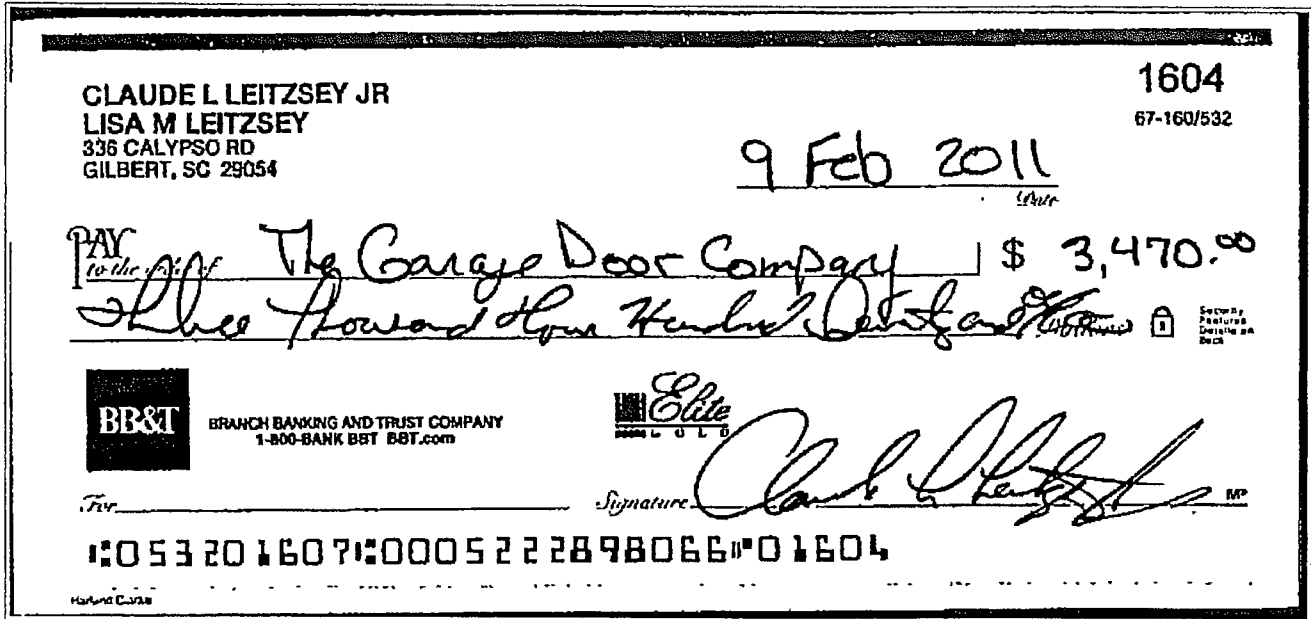
Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

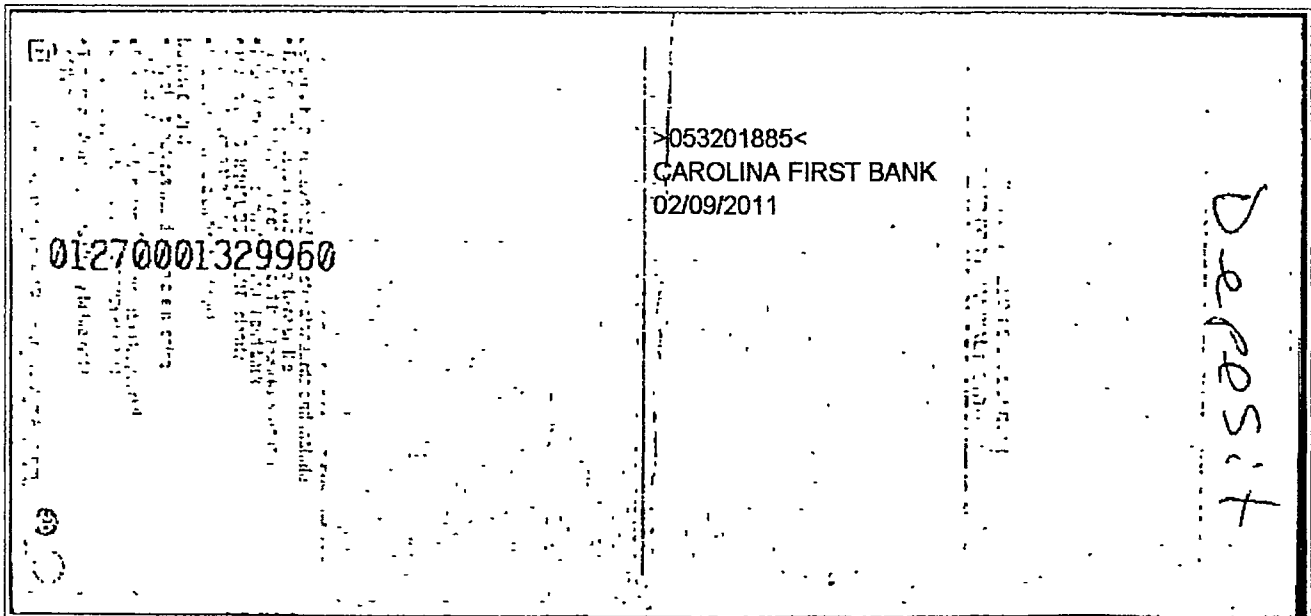
Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 02/09/2011 Check Number: 1604 Amount: \$3470.00

Front View (Mouse over the image to enlarge.)



Back View (Mouse over the image to enlarge.)



Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Account Type: Checking Account: 5222898066 Date: 02/22/2011 Check Number: 1605 Amount: \$700.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 338 CALYPSO RD GILBERT, SC 29054		1605 67-160/532
Date <u>21 Feb 2011</u>		
PAY to the order of <u>Eric Dunlap</u> \$ <u>700.00</u>		
<u>Seven Hundred and 00/100</u> Dollars		Security Features Details on Back
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com		
For <u>sliding partial Payment</u> Signature <u>Claude L Leitzsey Jr</u>		
⑆053201607⑆0005222898066⑆01605		

Back View (Mouse over the image to enlarge.)

1239799159	8025201 B19921 002 08241 13:16 02/22/11 ⑈0005222898066 OVERRIDE	7700.00

Print | Close Window

Save Instructions

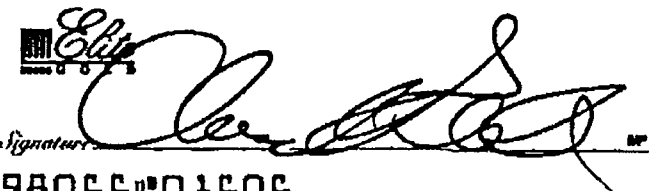
Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Account Type: Checking Account: 5222898066 Date: 02/22/2011 Check Number: 1606 Amount: \$300.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 338 CALYPSO RD GILBERT, SC 29054		1606 67-160/532
PAY <u>to the order of Edg Dunlap</u> \$ <u>300.00</u> <u>River Street and 100</u> Dollars		<u>22 Feb, 2011</u> Date
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	 Signature	
For _____ ⑆053201607⑆0005222898066⑆01606		

Back View (Mouse over the image to enlarge.)

1239788159 00	0025201 B18921 002 00240 13:15 02/22/11 H0005222898066 OVERRIDE \$300.00

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Account Type: Checking Account: 5222898066 Date: 03/14/2011 Check Number: 1558 Amount: \$1425.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1558 67-160/532
		<u>11 March 2011</u> Date
PAY to the order of <u>Congaree Builders Inc.</u>		\$ 1425.00
<u>One thousand four hundred twenty five and 00/100</u>		Dollars
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK-BET BB&T.com		Security Features Details on Back
For <u>1/2 payment for Deck</u>		Signature: <u>Claude L Leitzsey Jr</u>
⑆053201607⑆0005222898066⑆01558		

Back View (Mouse over the image to enlarge.)

Congaree Builders
 2 Known Corner

MICR line: ⑆053201607⑆0005222898066⑆01558

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Front View (Mouse over the image to enlarge.)

Back View (Mouse over the image to enlarge.)

Conson. Boulden
J. B. Boulden

Print | Close Window

Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account: 5222898066 Date: 03/14/2011 Check Number: 1557 Amount: \$500.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 338 CALYPSO RD GILBERT, SC 29054		1557 87-160/532
<i>March 11, 2011</i>		
PAY <i>in the order of</i> <u>Gavriel Martinez</u>		\$ <u>500.00</u>
<u>Five Hundred and no/100</u>		Dollars
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	
For _____	Signature <u>Lisa M Leitzsey</u>	MP
⑆053201607⑆0005222898066⑆01557		

Back View (Mouse over the image to enlarge.)

⑆500.00	PK
⑆0005222898066 OVERKID	
⑆0134 007 830368 1025201	
⑆03/11/11	
1239562412	

[Print](#) | [Close Window](#)

[Save Instructions](#)

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 03/21/2011 Check Number: 1611 Amount: \$300.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 338 CALYPSO RD GILBERT, SC 29054		1611 67-160/532
March 21, 2011		
PAY to the order of <u>Javier Martinez</u>		\$ 300.00
<u>Three Hundred and no/100</u>		Dollars
BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	Elite BANK OF AMERICA	Security Features Details on Back
For	Signature <u>Lisa M Leitzsey</u>	MP
⑆053201607⑆0005222898066⑆01611		
Holding Order		

Back View (Mouse over the image to enlarge.)

1233566904	0025201 816721 002 00276 14:01 03/21/11 #0005222898066 OVERRIDE \$300.00

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As

Account Type: Checking Account: 5222898066 Date: 03/22/2011 Check Number: 1559 Amount: \$4153.74

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1559 87-160/532
16 March 2011		
PAY to the order of <u>Leonel Hernandez</u> \$ <u>4153.74</u>		
<u>Four thousand one hundred fifty three and 74/100</u>		
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com		
For _____	Signature <u>Claude L. Leitzsey Jr.</u>	
⑆053201607⑆0005222898066⑆01559⑆0000415374⑆		

Back View (Mouse over the image to enlarge.)

BANK OF AMERICA NA ATL ⑆3110001324 E1900 94 P05 03/21/11 000041527	MAR 21 2011	0128 46145	Leonel Hernandez

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

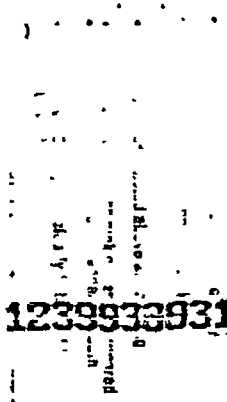
Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 03/28/2011 Check Number: 1561 Amount: \$3000.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1561 67-160/532
<i>March 25 2011</i>		
PAY <i>to the order of</i> <u>Jarvis Matting</u>		\$ <u>3000.00</u>
<u>Three thousand and 00/100</u>		Dollars
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com		
For _____	Signature <u>Lisa M Leitzsey</u>	
⑆053201607⑆0005222898066⑆01561		

Back View (Mouse over the image to enlarge.)

	
1239933931	
	8025201 862620 010 00074 15:51 03/25/11
	#0005222898066 OVERRIDE
	PM
	\$3,000.00

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 03/28/2011 Check Number: 1614 Amount: \$21282.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1614 67-160/532
		<u>3/25/11</u> Date
PAY to the order of <u>Hinson Cabinet Company</u> \$ <u>21,282.00</u> <u>Twenty One Thousand Two Hundred Eighty Two Dollars</u>		 Security Features Details on Back
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	
For _____ Signature <u>Claude L Leitzsey Jr</u>		
⑆053201607⑆0005222898066⑆01614		

Back View (Mouse over the image to enlarge.)

FOR DEPOSIT ONLY TO THE CREDIT OF
 WITHIN NAMED PAYEE
 1st Citizens Bank & Trust Co., Inc.

Back of check showing MICR line and other markings.

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account: 5222898066 Date: 04/01/2011 Check Number: 1615 Amount: \$2800.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
338 CALYPSO RD
GILBERT, SC 29054

1615
87-160/532

31 March 2011
Date

PAY *to the order of* Keith Long \$ 2800.00
Three Thousand Eight Hundred and 00/100 Dollars  Security
Features
Detailed on
Back.

 BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

 *Signature* *Claude L. Leitzsey Jr.* 

For _____

⑆053201607⑆0005222898066⑆01615

VOIDED CHECK

Back View (Mouse over the image to enlarge.)

1230982404

8025601 C39171 005 00340 12:06 04/01/11
#0005222898066 OVERRIDE

\$2,800.00

Keith Long

100

[Print](#) | [Close Window](#)

[Save Instructions](#)

Windows users: Right click on the image of the check and select Save Picture As

Account Type: Checking Account: 5222898066 Date: 04/04/2011 Check Number: 1616 Amount: \$1154.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1616 67-160/532
Date: <u>4 April 2011</u>		
PAY to the order of <u>A1 Security Service</u> \$ <u>1154.00</u>		
<u>One thousand One Hundred Fifty Four and 00/100</u> Dollars		Security Features Detachable Back
BB&T BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	Elite 01000 6 0 1 0	
For <u>Security System Trim</u> Signature: <u>Claude L Litzsey Jr</u>		
MICR: ⑆053201607⑆0005222898066⑆01616		

Back View (Mouse over the image to enlarge.)

FCB >053202208< Lexington 00082011-04-04 008491476	PAY TO THE ORDER OF FIRST COMMUNITY BANK FOR DEPOSIT ONLY A1 SECURITY SERVICE, LLC D/B/A AUDIO ONE, LLC 1064851

Print | Close Window

Save Instructions

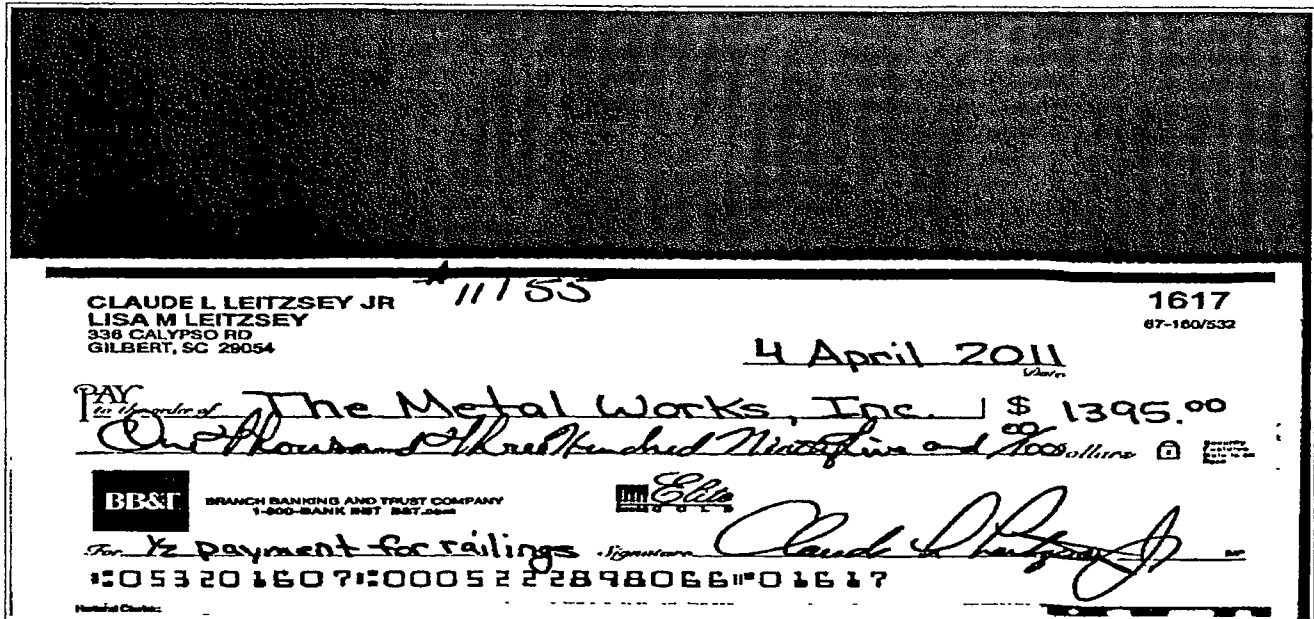
Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

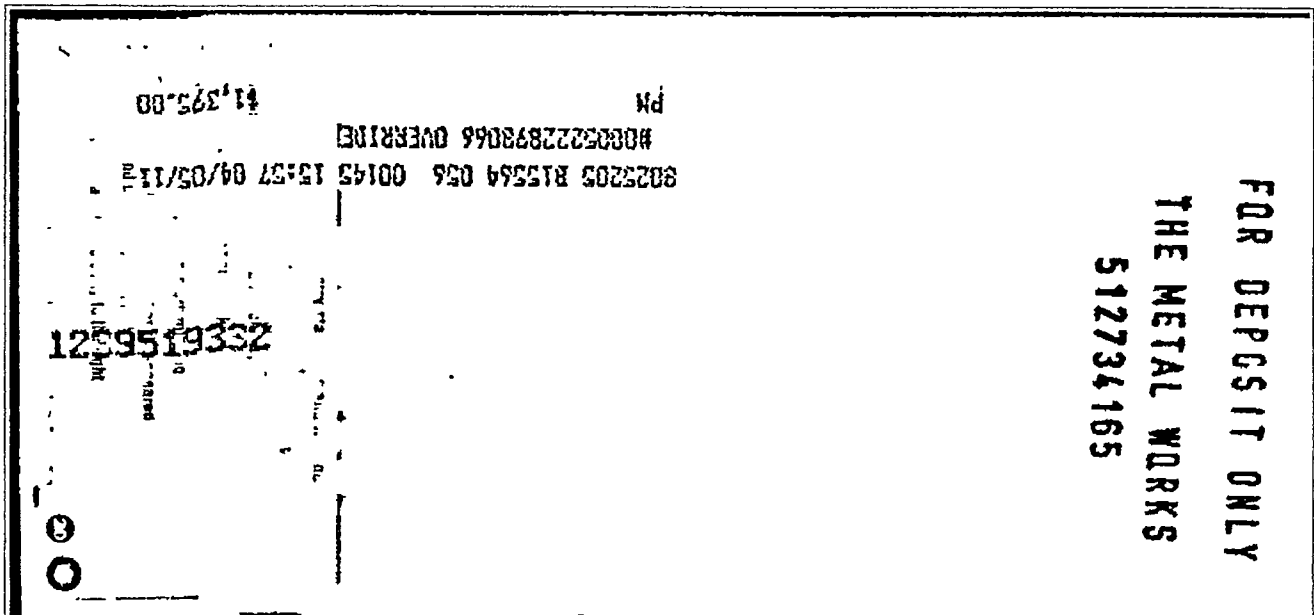
Please note that you'll have to save the front and back check images individually.

Account Type: Checking Account: 5222898066 Date: 04/06/2011 Check Number: 1617 Amount: \$1395.00

Front View (Mouse over the image to enlarge.)



Back View (Mouse over the image to enlarge.)



Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account: 5222898066 Date: 04/20/2011 Check Number: 1568 Amount: \$1395.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
338 CALYPSO RD
GILBERT, SC 29054

1568
67-160/532

15 April 2011

PAY to the order of The Metal Works, Inc. \$ 1395.00

One Thousand Three Hundred Ninety Five Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

Signature: Claude L. Leitzsey Jr.

For: _____

⑆053201607⑆0005222898066⑆01568

Back View (Mouse over the image to enlarge.)

FOR DEPOSIT ONLY
THE METAL WORKS
512734165

1239666224

⑆053201607⑆0005222898066⑆01568

[Print](#) | [Close Window](#)

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 04/11/2011 Check Number: 1564 Amount: \$510.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1564 67-160/532
7 April 2011 <i>Date</i>		
PAY to the order of <u>Boozer Utility</u>		\$ 510.00
<u>Five Hundred and 00/100</u>		Dollars
	BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com	
For _____	Signature <u>Claude L Leitzsey Jr</u>	M ^{rs}
⑆053201607⑆0005222898066⑆01564		

Back View (Mouse over the image to enlarge.)

FCB >053202208< Gilbert 2011-04-11 008587508	PAY TO THE ORDER OF FIRST COMMUNITY BANK IRMO, SC 29063 053202208 FOR DEPOSIT ONLY BOOZER UTILITY CONSTRUCTION CO, LLC 1071432

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 04/07/2011 Check Number: 1610 Amount: \$1910.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
336 CALYPSO RD
GILBERT, SC 29054

1610
87-160/532

30 March 2011
Date

PAY *to the order of* TCI \$ 1910.00
One thousand nine hundred and 10/100 Dollars

BB&T 242807 LE1119
BRANCH BANKING AND TRUST COMPANY
1-800-BANK BBT BBT.com

Elite
MEMBER OF

For Job #105765B Signature *Claude L. Leitzsey Jr.*

⑆053201607⑆0005222898066⑆01610

Security Features Details on Back

Back View (Mouse over the image to enlarge.)

⑆053201607⑆0005222898066⑆01610⑆4786/11

Merchant Cap >071006486< 18333000029010 4/6/2011

Credit to the Account of 2172633
Within Named Payee or Endorsee
Absence of Endorsement Guaranteed
The PrivateBank and Trust Company

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Front View (Mouse over the image to enlarge.)

Back View (Mouse over the image to enlarge.)

000775310779

Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

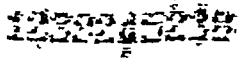
[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account. 5222898066 Date: 04/15/2011 Check Number: 1567 Amount: \$5450.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1567 87-180/532
		<u>14 April 2011</u> Date
PAY to the order of	Atlantis Pools & Decorative	\$ 5450.00
<i>Five Thousand Four Hundred Fifty and 00/100 Dollars</i>		 Security Features Details on Back
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BB&T BB&T.com		<i>Claude L Leitzsey Jr</i> Signature
For _____		
⑆053201607⑆0005222898066⑆01567		

Back View (Mouse over the image to enlarge.)

	<i>Cash or credit in lieu of</i>
	8025201 862620 010 00269 10:11 04/15/11 #0005222898066 OVERRIDE \$5,450.00

[Print](#) | [Close Window](#)

[Save Instructions](#)

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account: 5222898066 Date: 04/19/2011 Check Number: 1569 Amount: \$500.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR
LISA M LEITZSEY
336 CALYPSO RD
GILBERT, SC 29054

1569
87-160/532

18 April 2011
Date

PAY to the order of Keith Long \$ 500.00
Five Hundred and 00/100 Dollars

BB&T BRANCH BANKING AND TRUST COMPANY
1-800-BANK BB&T BB&T.com

Elite
MEMBER OF

For _____ Signature Claude L. Leitzsey MP

⑆053201607⑆0005222898066⑆01569

Security Features Details on Back

Back View (Mouse over the image to enlarge.)

1239792114

8025601 889621 007 00130 16:57 04/18/11
H0005222898066 OVERRIDE
PM \$500.00

Keith Long

[Print](#) | [Close Window](#)

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

BB&T OnLine® CHECK IMAGE

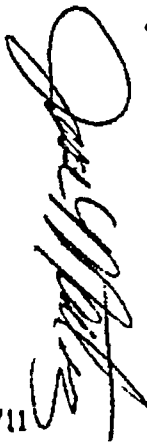
[Print](#) | [Save Instructions](#) | [Close Window](#)

Account Type: Checking Account: 5222898066 Date: 04/26/2011 Check Number: 1575 Amount: \$1300.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 338 CALYPSO RD GILBERT, SC 29054		1575 87-160/532
Date <u>April 23 2011</u>		
PAY to the order of <u>Jessie Martinez</u>		\$ <u>1300.00</u>
<u>Thirteen Hundred and no/100</u>		Dollars
 BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com	 Signature <u>Lisa Leitzsey</u>	 Security Features Details on Back
For _____		
⑆053201607⑆0005222898066⑆01575		

Back View (Mouse over the image to enlarge.)

1239534613	
8025212 C35596 025 00013 16:05 04/25/11	
#0005222898066 OVERRIDE	
PM	\$1,300.00

[Print](#) | [Close Window](#)

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

BB&T OnLine® CHECK IMAGE

Print | Save Instructions | Close Window

Account Type: Checking Account: 5222898066 Date: 04/29/2011 Check Number: 1581 Amount: \$2900.00

Front View (Mouse over the image to enlarge.)

CLAUDE L LEITZSEY JR
 LISA M LEITZSEY
 336 CALYPSO RD
 GILBERT, SC 29054

1581
 67-160/532

April 29, 2011
 Date

PAY
 To the order of Jarvis Martin \$ 2900.00
Two thousand nine hundred and no/100 Dollars ☐ Security
 Mark


 BRANCH BANKING AND TRUST COMPANY
 1-800-BANK BB&T BB&T.com


 Elite
 MONEY ORDER

For _____ Signature Lisa M Leitzsey MP

⑆053201607⑆0005222898066⑆01581

Back View (Mouse over the image to enlarge.)

8025201 R30868 007 00359 12:01 04/29/11
#0005222898066 OVERRIDE
\$2,900.00

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Account Type: Checking Account: 5222898066 Date: 05/02/2011 Check Number: 1577 Amount: \$1216.08

Front View (Mouse over the image to enlarge)

CLAUDE L LEITZSEY JR LISA M LEITZSEY 336 CALYPSO RD GILBERT, SC 29054		1577 67-160/532
Date: <u>2 May 2011</u>		
PAY to the order of <u>Audio One</u> \$ <u>1,216.08</u>		
<u>One Thousand Two Hundred Eighteen and 00/100 Dollars</u>		Security Features:
BRANCH BANKING AND TRUST COMPANY 1-800-BANK BBT BBT.com		
For: _____	Signature: <u>Claude L Leitzsey Jr</u>	
MICR: ⑆053201607⑆0005222898066⑆01577		

Back View (Mouse over the image to enlarge.)

FCB >053202208< Lexington 000632011-05-02 008981969	PAY TO THE ORDER OF FIRST COMMUNITY BANK FOR DEPOSIT ONLY AT SECURITY SERVICE, LLC D/B/A AUDIO ONE, LLC 1064851

Print | Close Window

Save Instructions

Windows users: Right click on the image of the check and select Save Picture As.

Mac users: Drag the image of the check onto your desktop.

Please note that you'll have to save the front and back check images individually.

Account number: [REDACTED]

\$ [REDACTED]

Make your check payable to:
Chase Card Services
Please write amount enclosed
New address or e-mail? Print on back

04853 BEX Z 36210 C
LISA M LEITZSEY
336 CALYPSO RD
GILBERT SC 29054-9449



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



Manage your account online:
www.chase.com/creditcards

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number: [REDACTED]
Previous Balance \$3,677 83
Payment, Credits -\$3,714 94
Purchases +\$7,997 88
New Balance \$7,960 77
Opening/Closing Date 11/29/10 - 12/28/10
Total Credit Line \$16,500
Available Credit \$8,539
Cash Access Line \$3,300
Available for Cash \$3,300

PAYMENT INFORMATION

New Balance \$7,960 77
Payment Due Date 01/25/11
Minimum Payment Due \$159 00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 00 and your APR's will be subject to increase to a maximum Penalty APR of 29 99%

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay -	You will pay off the balance shown on this statement in about.	And you will end up paying an estimated total of
Only the minimum payment	30 years	\$16,525
\$269	3 years	\$9,699 (Savings=\$6,826)

If you would like information about credit counseling services, call 1-866-797-2885

CHASE FREEDOM REWARDS SUMMARY

Previous Points Balance 0
Points Transferred In 8,756
Points earned on purchases 7,946
10% Bonus Points per \$1 You Spend 795
Bonus 10 Points on Every Purchase 900
Current Points Total 18,397

Have you gotten your reward yet? Take a look at how many points you've earned and log onto Ultimate Rewards today. You can get cash back, gift cards, merchandise and more! See your options at www.chase.com/ultimaterewards. So treat yourself - you earned it!

As a Chase CheckingSM customer, you earn more cash back for all your spending! You get 1 point for every \$1 you spend, plus you will receive 10% bonus points per \$1 spent and 10 bonus points on every purchase. Redeeming your points for cash back is easy! You can receive a check, statement credit, or even direct deposit into your Chase Checking account.

ACCOUNT ACTIVITY

blink Transaction

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
11/29	PAYPAL *INDUSTRIALS 402-935-7733 CA	-20 00
12/07	WM SUPERCENTER LEXINGTON SC	-10 17
12/13	AUTOZONE #1021 LEXINGTON SC	-6 94
12/23	Payment - Thank You	-3,677 83
PURCHASES		
11/28	PAYPAL *NORTOOLKOTU 402-935-7733 MN	15 41
11/29	WAL-MART #0881 LEXINGTON SC	33 60
11/29	THE HOME DEPOT #1106 LEXINGTON SC	7 62
11/30	WAL-MART #0881 LEXINGTON SC	26 18
11/29	BUILDERS' WHOLESALE C W COLUMBIA SC	4,320 67 *
11/29	THE WILLOWS LEXINGTON SC	12 84
12/01	WAL-MART #0881 LEXINGTON SC	99 59
11/30	JEWELRY WAREHOUSE LEXINGTON SC	24 08

This Statement is a Facsimile - Not an original

Account number: [REDACTED]

\$

[REDACTED]

Make your check payable to
Chase Card Services
Please write amount enclosed
New address or e-mail? Print on back

47273 BEXZ 02811 C
LISA M LEITZSEY
336 CALYPSO RD
GILBERT SC 29054-9449



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



Manage your account online.
www.chase.com/creditcards

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number	[REDACTED]
Previous Balance	\$7,960.77
Payment, Credits	-\$8,149.27
Purchases	+\$6,740.01
New Balance	\$6,551.51
Opening/Closing Date	12/29/10 - 01/28/11
Total Credit Line	\$16,500
Available Credit	\$9,948
Cash Access Line	\$3,300
Available for Cash	\$3,300

PAYMENT INFORMATION

New Balance	\$6,551.51
Payment Due Date	02/25/11
Minimum Payment Due	\$131.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about	And you will end up paying an estimated total of
Only the minimum payment	28 years	\$13,568
\$222	3 years	\$7,982 (Savings=\$5,586)

If you would like information about credit counseling services, call 1-866-797-2885

CHANGE TO MINIMUM PAYMENTS: Effective 03/15/2011, your minimum payment will be the larger of \$25 or the amount owed if less, OR the total of 1% of the New Balance plus interest and late fees billed on the statement. Any amounts that are past due or over your credit line (if applicable) may be added to your minimum payment.

CHASE FREEDOM REWARDS SUMMARY

Previous Points Balance	18,397	Have you gotten your reward yet? Take a look at how many points you've earned and log onto Ultimate Rewards today. You can get cash back, gift cards, merchandise and more! See your options at www.chase.com/ultimaterewards . So treat yourself - you earned it!
Points earned on purchases	6,552	
10% Bonus Points per \$1 You Spend	656	
Bonus 10 Points on Every Purchase	950	
Current Points Total	26,555	

As a Chase CheckingSM customer, you earn more cash back for all your spending! You get 1 point for every \$1 you spend, plus you will receive 10% bonus points per \$1 spent and 10 bonus points on every purchase. Redeeming your points for cash back is easy! You can receive a check, statement credit, or even direct deposit into your Chase Checking account.

ACCOUNT ACTIVITY

blink Transaction

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
01/14	LOWES #01066* LEXINGTON SC	-37.42
01/15	LOWES #01066* LEXINGTON SC	-141.09
01/20	BUY COM 888-328-9266 CA	-9.99
01/25	Payment - Thank You	-7,960.77
PURCHASES		
12/27	11TH STREET PRECIN DAVENPORT IA	40.00
12/28	AMAZON MKTPLACE PMTS AMZN COM/BILL WA	167.00
12/28	CPO COMMERCE 800-714-0918 CA	646.95
12/28	AMAZON MKTPLACE PMTS AMZN COM/BILL WA	167.01
12/28	HY VEE 1108 DAVENPORT IA	11.51

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ACCOUNT ACTIVITY (CONTINUED)

blink Transaction

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
12/28	AMAZON MKTPLACE PMTS AMZN COM/BILL WA	167 00
12/29	HY VEE 1037 BETTENDORF IA	15 13
12/29	BUY COM 888-328-9266 CA	19 98
12/28	WAREHOUSE DISCOUNT CENTER 805-2221380 CA	708 79
12/30	AMAZON MKTPLACE PMTS AMZN COM/BILL WA	53 95
12/29	SAMS GAS STATION DAVENPORT IA	70 00
01/01	SPEEDWAY 06092 I-6 TAYLORSVILLE IN	3 51
01/01	SPEEDWAY 06092 I-6 TAYLORSVILLE IN	75 00
12/30	HARRINGTONS PUB BETTENDORF IA	23 00
01/02	PALMETTO PET RESORT AN WEST COLUMBIA SC	110 00
01/02	PIGGLY WIGGLY 115 LEXINGTON SC	65 78
01/01	PILOT 00002261 DANDRIDGE TN	54 00
01/01	HARDEES 15018088 JEFFERSON CIT TN	15 22
01/02	PIGGLY WIGGLY 115 LEXINGTON SC	13 87
01/03	USPS 45500095519801109 LEXINGTON SC	3 09
01/03	WAL-MART #0881 LEXINGTON SC	68 68
01/04	CANTEEN MICHEL71090088 LEXINGTON SC	3 10
01/04	MID-CAROLINAS ELECTRIC CO 803-7496400 SC	111 00
01/04	PAYPAL *TIGERDIRECT 402-935-7733 FL	31 98
01/03	BOJANGLES 404 01004043 LEXINGTON SC	1 88
01/03	BOJANGLES 404 01004043 LEXINGTON SC	1 88
01/05	CANTEEN MICHEL71090088 LEXINGTON SC	3 41
01/05	RAMAN FAMILY DENTIS COLUMBIA SC	72 00
01/04	COMPORIUM 803-8941143 SC	36 18
01/05	BUILD.COM NETWORK OF S-800-375-3403 CA	202 02 *
01/06	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
01/05	GOODFELLAS GRILL BAR LEXINGTON SC	15 00
01/06	WAL-MART #0881 LEXINGTON SC	28 64
01/07	Amazon com AMZN COM/BILL WA	36 99
01/08	PIGGLY WIGGLY 115 LEXINGTON SC	17 76
01/07	KRISPY KREME DOUGH LEXINGTON SC	22 44
01/07	Amazon com AMZN COM/BILL WA	72 98
01/06	EXXONMOBIL 97345342 LEXINGTON SC	75 00
01/08	J C 'S LEXINGTON B LEXINGTON SC	18 63
01/07	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
01/07	WAL-MART #0881 LEXINGTON SC	22 20
01/07	EXXONMOBIL 42274019 LEXINGTON SC	43 51
01/09	PAYPAL *THEFLOORBIZ 402-935-7733 CA	4 00
01/09	AUTOZONE #1021 LEXINGTON SC	34 29
01/09	LOWES #01066* LEXINGTON SC	16 18
01/10	PIGGLY WIGGLY 115 LEXINGTON SC	47 87
01/11	LOWES #01066* LEXINGTON SC	52 34
01/11	CANTEEN MICHEL71090088 LEXINGTON SC	2 79
01/12	CANTEEN MICHEL71090088 LEXINGTON SC	3 72
01/12	LIZARDS THICKET WEST COLU WEST COLUMBIA SC	24 73
01/13	PIGGLY WIGGLY 115 LEXINGTON SC	25 10
01/13	KFC # H665011 03050119 LEXINGTON SC	9 61
01/13	CANTEEN MICHEL71090088 LEXINGTON SC	3 10
01/13	LOWES #01066* LEXINGTON SC	141 09
01/13	WAL-MART #0881 LEXINGTON SC	9 18
01/14	CITGO CORNER MART # 51 NEWBERRY SC	31 00
01/14	CANTEEN MICHEL71090088 LEXINGTON SC	2 79
01/15	LOWES #01066* LEXINGTON SC	126 94
01/15	LOWES #01066* LEXINGTON SC	71 04
01/13	T J MAXX #99 LEXINGTON SC	71 67
01/14	USPS 45500000729800364 LEXINGTON SC	2 53
01/14	EXXONMOBIL 45643996 LEXINGTON SC	71 00
01/15	FLIGHT DECK RESTAURANT LEXINGTON SC	40 00
01/16	PIGGLY WIGGLY 115 LEXINGTON SC	54 73
01/17	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
01/18	WAL-MART #0881 LEXINGTON SC	93 25
01/18	SOUTHWEST PLUMBING SUPPLY 435-8684020 UT	274 15 *
01/17	SHOPMICHELIN.COM 425-492-6111 WA	47 11
01/18	BUILD.COM NETWORK OF S-800-375-3403 CA	322 48 *
01/18	AM CANCER SOC - CV 866-293-2906 OK	10 00
01/18	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
01/19	Amazon com AMZN COM/BILL WA	57 99
01/19	CANTEEN MICHEL71090088 LEXINGTON SC	2 48

This Statement is a Facsimile - Not an original

Account number

\$

Make your check payable to
Chase Card Services
Please write amount enclosed
New address or e-mail? Print on back

64492 BEX Z 05911 C
LISA M LEITZSEY
336 CALYPSO RD
GILBERT SC 29054-9449



CARDMEMBER SERVICE
PO BOX 15153
WILMINGTON DE 19886-5153



Manage your account online
www.chase.com/creditcards

Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number: [REDACTED]
Previous Balance \$6,551.51
Payment, Credits - \$7,342.78
Purchases + \$7,433.62
New Balance \$6,642.35
Opening/Closing Date 01/29/11 - 02/28/11
Total Credit Line \$16,500
Available Credit \$9,857
Cash Access Line \$3,300
Available for Cash \$3,300

PAYMENT INFORMATION

New Balance \$6,642.35
Payment Due Date 03/25/11
Minimum Payment Due \$46.00

Late Payment Warning: If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning: If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about.	And you will end up paying an estimated total of
Only the minimum payment	19 years	\$4,644
\$79	3 years	\$2,829 (Savings=\$1,815)

If you would like information about credit counseling services, call 1-866-797-2885

Payment of amount in dispute \$4,320.67 not required

CHASE FREEDOM REWARDS SUMMARY

Previous Points Balance 26,555
Points earned on purchases 6,643
10% Bonus Points per \$1 You Spend 665
Bonus 10 Points on Every Purchase 950
Current Points Total 34,813

Have you gotten your reward yet? Take a look at how many points you've earned and log onto Ultimate Rewards today! You can get cash back, gift cards, merchandise and more! See your options at www.chase.com/ultimaterewards. So treat yourself - you earned it!

As a Chase CheckingSM customer, you earn more cash back for all your spending! You get 1 point for every \$1 you spend, plus you will receive 10% bonus points per \$1 spent and 10 bonus points on every purchase. Redeeming your points for cash back is easy! You can receive a check, statement credit, or even direct deposit into your Chase Checking account.

ACCOUNT ACTIVITY

blink Transaction

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
01/30	LOWES #01066* LEXINGTON SC	-4.05
02/07	A AND H TURF AND SPECIALT BILLINGS MT	-539.26
02/20	AUTOZONE #1021 LEXINGTON SC	-197.29
02/22	LOWES #01066* LEXINGTON SC	-50.67
02/25	Payment - Thank You	-6,551.51
PURCHASES		
01/29	FLIGHT DECK RESTAURANT LEXINGTON SC	37.98
01/28	GLOW SALON AND SPA LEXINGTON SC	51.00
01/27	CHICK-FIL-A #00609 LEXINGTON SC	7.64
01/28	SILPADA DESIGNS 913-8517757 KS	77.04
01/28	EXXONMOBIL 97345342 LEXINGTON SC	44.12
01/30	ZAS BRICK OVEN PIZZA COLUMBIA SC	34.52
01/30	AMAZON MKTPLACE PMTS AMZN COM/BILL WA	31.97

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ACCOUNT ACTIVITY (CONTINUED)

blink Transaction

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
01/30	LOWES #01066* LEXINGTON SC	2 48
01/31	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
01/30	EXXONMOBIL 97345342 LEXINGTON SC	73 00
02/01	USPS 45500095519801109 LEXINGTON SC	4 95
02/01	WAL-MART #0881 LEXINGTON SC	34 52
02/01	WAL-MART #0881 LEXINGTON SC	29 90
02/01	CANTEEN MICHEL71090088 LEXINGTON SC	2 79
02/02	CANTEEN MICHEL71090088 LEXINGTON SC	7 63
02/02	WAL-MART #0881 LEXINGTON SC	12 69
02/02	ZAXBY'S 34701 Q31 LEXINGTON SC	11 32
02/01	KMART 07616 LEXINGTON SC	11 43
02/02	THE STUDIO LEXINGTON SC	42 80
02/02	SHELL OIL 20658220309 LEXINGTON SC	35 39
02/04	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
02/05	PIGGLY WIGGLY 115 LEXINGTON SC	34 20
02/03	MK CNSLT- Lea Tidwell 502-3399580 KY	56 29
02/04	MID-CAROLINAS ELECTRIC CO 803-7496400 SC	100 00
02/04	TARGET 00022772 LEXINGTON SC	20 82
02/06	VINTAGE TUB & BATH 877-869-1369 PA	139 90
02/05	EXXONMOBIL 42274019 LEXINGTON SC	39 59
02/06	A AND H TURF AND 00 OF 00 406-2458466 MT	539 26
02/07	CANTEEN MICHEL71090088 LEXINGTON SC	2 17
02/06	SHELL OIL 57542561105 LEXINGTON SC	63 00
02/06	FRANK S CAR WASH LEXINGTON SC	6 00
02/06	A AND H TURF AND 00 OF 00 406-2458466 MT	539 26
02/07	RUSHES 05 LEXINGTON SC	7.47
02/08	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
02/08	PIGGLY WIGGLY 115 LEXINGTON SC	26 15
02/08	SALSARITAS 84 LEXINGTON SC	15 69
02/10	WAL-MART #0881 LEXINGTON SC	28 18
02/10	MARBLE SLAB CREAMER LEXINGTON SC	6 40
02/09	FRANK S CAR WASH LEXINGTON SC	6 00
02/09	THE UPS STORE #2675 LEXINGTON SC	15 45
02/10	Amazon com AMZN COM/BILL WA	3 99
02/11	WAL-MART #0881 LEXINGTON SC	53 37
02/10	EXXONMOBIL 42274019 LEXINGTON SC	44 00
02/11	MARBLE SLAB CREAMER LEXINGTON SC	9 60
02/11	ATLANTA BREAD COMPAN 803-7911150 SC	9 69
02/11	LOWES #01066* LEXINGTON SC	69 05
02/11	EXXONMOBIL 45643996 LEXINGTON SC	68 00
02/13	YAMATO COLUMBIA COLUMBIA SC	9 75
02/13	YAMATO COLUMBIA COLUMBIA SC	61 00
02/11	SAN JOSE LEXINGTON SC	42 00
02/13	SCHOONERS BAR & GRILL LLC COLUMBIA SC	13 00
02/13	LOWES #01066* LEXINGTON SC	5 54
02/13	MARSHALLS #0714 COLUMBIA SC	50 29
02/13	ARBY'S #6728 Q52 LEXINGTON SC	10 24
02/14	PUBLIX #1383 LEXINGTON SC	31 36
02/14	WAL-MART #0881 LEXINGTON SC	75 82
02/14	USPS 45500000729800364 LEXINGTON SC	13 79
02/15	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
02/15	ABC SUPPLY 0044 COLUMBIA SC	22 99
02/14	HESS 40263 LEXINGTON SC	43 25
02/16	PIGGLY WIGGLY 115 LEXINGTON SC	21 90
02/16	CANTEEN MICHEL71090088 LEXINGTON SC	2 68
02/17	CANTEEN MICHEL71090088 LEXINGTON SC	4 50
02/18	BI-LO 135 LEXINGTON SC	15 55
02/18	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
02/18	EXXONMOBIL 97345342 LEXINGTON SC	36 89
02/20	WAL-MART #0881 LEXINGTON SC	146 25
02/19	EXXONMOBIL 97431399 GILBERT SC	8 88
02/20	AUTOZONE #1021 LEXINGTON SC	197 29
*02/20	REUMBERSURP 951-588-0385 CA	*88*41
*02/21	WAMHOMECENTER.COM 888-6967060 FL	*137699
*02/21	10 HARDWARE 7329889220 NJ	*48*70
*02/21	10 HARDWARE 7329889220 NJ	*172557
02/20	LIZARDS THICKET LEXINGTON LEXINGTON SC	41 00
02/21	WAL-MART #0881 LEXINGTON SC	102 28

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ACCOUNT ACTIVITY (CONTINUED)

blink Transaction

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
02/21	PIGGLY WIGGLY 115 LEXINGTON SC	51 33
02/22	LOWES #01066* LEXINGTON SC	2 76
02/22	BI-LO 135 LEXINGTON SC	15 29
02/22	* LUMBER #2415 LEXINGTON SC *	84 70
02/23	* KSC DIRECT 800-652-9400 *	96 51
02/23	CANTEEN MICHEL 71090088 LEXINGTON SC	2 79
02/24	LOWES #01066* LEXINGTON SC	5 00
02/23	COMPORIUM 803-8941143 SC	36 60
02/25	MCDONALD'S F5350 LEXINGTON SC	9 60
02/25	EXXONMOBIL 45643996 LEXINGTON SC	75 00
02/25	EXXONMOBIL 45643996 LEXINGTON SC	4 00
02/25	CHICK-FIL-A #00609 LEXINGTON SC	8 82
02/26	AT&T TLG GAC 800-331-0500 GA	163 51
02/25	AUTOZONE #1021 LEXINGTON SC	23 29
02/24	HARDEE'S #150115055288 LEXINGTON SC	4 69
02/25	WAL-MART #0881 LEXINGTON SC	23 62
02/24	EXXONMOBIL 47645692 LEXINGTON SC	48 00
02/25	CANTEEN MICHEL 71090088 LEXINGTON SC	2 48
02/27	PIGGLY WIGGLY 115 LEXINGTON SC	84 88
02/25	Eastern Buffet Lexington SC	26 38

2011 Totals Year-to-Date

Total fees charged in 2011	\$0 00
Total interest charged in 2011	\$0 00

Year-to-date totals reflect all charges minus any refunds applied to your account

INTEREST CHARGES

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Balance Type	Annual Percentage Rate (APR) 31 Days In Cycle	Balance Subject To Interest Rate	Interest Charges	Accrued Interest Charges
Purchases	13.24% (v)	\$0 00	\$0 00	\$0 00
Cash Advances	19.24% (v)	\$0 00	\$0 00	\$0 00
Balance Transfer	13.24% (v)	\$0 00	\$0 00	\$0 00
Overdrafts	19.24% (v)	\$0 00	\$0 00	\$0 00

(v) = Variable Rate

Please see Information About Your Account section for the Calculation of Balance Subject to Interest Rate, Annual Renewal Notice, How to Avoid Interest on Purchases, and other important information, as applicable

04/25/11	\$1,297 63	\$0 00	\$0 00

Account number. [REDACTED]

\$ [REDACTED]

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Additional contact information
conveniently located on reverse side

ACCOUNT SUMMARY

Account Number	[REDACTED]
Previous Balance	\$6,642 35
Payment, Credits	-\$6,698 28
Purchases	+\$1,353 56
New Balance	\$1,297 63
Opening/Closing Date	03/01/11 - 03/28/11
Total Credit Line	\$16,500
Available Credit	\$15,202
Cash Access Line	\$3,300
Available for Cash	\$3,300

PAYMENT INFORMATION

New Balance	\$1,297 63
Payment Due Date	04/25/11
Minimum Payment Due	\$0 00

Late Payment Warning If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35 00 and your APR's will be subject to increase to a maximum Penalty APR of 29 99%

Payment of amount in dispute \$4,320 67 not required

CHASE FREEDOM REWARDS SUMMARY

Previous Points Balance	34,813
Points earned on purchases	1,298
10% Bonus Points per \$1 You Spend	130
Bonus 10 Points on Every Purchase	90
Points Redeemed This Period	30,000
Current Points Total	6,331

Chase Freedom with Ultimate Rewards allows you to earn double points on airfare booked via the Ultimate Rewards online Travel Booking Tool, plus bonus points at the Ultimate Rewards Mall. Log on to www.chase.com/ultimaterewards to earn these bonus rewards today

As a Chase CheckingSM customer, you earn more cash back for all your spending! You get 1 point for every \$1 you spend, plus you will receive 10% bonus points per \$1 spent and 10 bonus points on every purchase. Redeeming your points for cash back is easy! You can receive a check, statement credit, or even direct deposit into your Chase Checking account

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
03/05	WM SUPERCENTER LEXINGTON SC	-2 85
03/09	PEUMBERSUPPLY 951-588-0385 GA	-20 42 *
03/22	LOWES #01066* LEXINGTON SC	-29 80
03/23	LOWES #01066* LEXINGTON SC	-2 86
03/25	Payment - Thank You	-6,642 35
PURCHASES		
02/27	SHELL OIL 91002458487 LEXINGTON SC	32 00
02/28	CANTEEN MICHEL71090088 LEXINGTON SC	5 13
02/28	WAL-MART #0881 LEXINGTON SC	41 95
02/27	OCHARLEYS315LEXNGTN LEXINGTON SC	24 93
02/28	THE HOME DEPOT #1106 LEXINGTON SC	13 84
03/01	EXXONMOBIL 97431399 GILBERT SC	3 83
03/04	SOUTHWEST PEUMBERSUPPLY 435-8664020 UT	194 37 *
03/07	MID-CAROLINAS ELECTRIC CO 803-7496400 SC	119 00
03/26	AT&T TLG GAC 800-331-0500 GA	163 51

2011 Totals Year-to-Date

Total fees charged in 2011	\$0 00
Total interest charged in 2011	\$0 00

Year-to-date totals reflect all charges minus any refunds applied to your account.

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Account number: [REDACTED]

\$ [REDACTED]

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ACCOUNT SUMMARY

Account Number: [REDACTED]
Previous Balance \$1,297.63
Payment, Credits -\$1,441.80
Purchases +\$11,525.86
New Balance \$11,381.69
Opening/Closing Date 03/29/11 - 04/28/11
Total Credit Line \$16,500
Available Credit \$5,118
Cash Access Line \$3,300
Available for Cash \$3,300

PAYMENT INFORMATION

New Balance \$11,381.69
Payment Due Date 05/25/11
Minimum Payment Due \$113.00

Late Payment Warning. If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning. If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example:

If you make no additional charges using this card and each month you pay	You will pay off the balance shown on this statement in about..	And you will end up paying an estimated total of
Only the minimum payment	25 years	\$23,329
\$385	3 years	\$13,868 (Savings=\$9,461)

If you would like information about credit counseling services, call 1-866-797-2885.

CHASE FREEDOM: ULTIMATE REWARDSSM SUMMARY

Previous points balance	0	Earn an unlimited 1% cash back on all your purchases. You'll earn a total of 5% Cash Back in quarterly bonus categories that change. Signing up is free and easy! 5% Cash Back categories are subject to a quarterly maximum. See full details at chase.com/freedom
Points transferred in	12,077	
Points earned on purchases	6,332	
Cash Back Bonus Apr-Jun	6,000	
Bonus points from Ultimate Rewards Travel	0	
Bonus points earned at Ultimate Rewards Mall	0	
Current points balance	24,409	

Redeeming your points for cash back is easy! For example, 2,000 points = \$20 cash back. You can receive a check, statement credit, or even direct deposit into your Chase Checking account. Did you know that you can get a discount when you redeem your points for select gift cards? Just visit www.chase.com/freedom to see all of your redemption options or call the number on the back of your card.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
04/18	LOWES #01066* LEXINGTON SC	-13.89
04/20	LOWES #01066* LEXINGTON SC	-23.75
04/20	LOWES #01066* LEXINGTON SC	-47.96
04/22	LOWES #01066* LEXINGTON SC	-42.70
04/25	Payment - Thank You	-1,297.63
04/25	THE HOME DEPOT #1106 LEXINGTON SC	-10.41
04/26	LOWES #01066* LEXINGTON SC	-5.46
PURCHASES		
04/04	PALMETTO WINNELSON CO LEXINGTON SC	9.39
04/14	HCC LEXINGTON 301-795-1900 SC	2,122.35
04/15	USPS 45500095519801109 LEXINGTON SC	2.44
04/16	PIGGY WIGGLY 115 LEXINGTON SC	17.25
04/16	FLIGHT DECK RESTAURANT LEXINGTON SC	38.36

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ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
04/15	BOJANGLES 457 01004571 WEST COLUMBIA SC	9 70
04/15	CANTEEN MICHEL71090088 LEXINGTON SC	4 48
04/14	EXXONMOBIL 42274019 LEXINGTON SC	24 46
04/16	LOWES #01066* LEXINGTON SC	18 37
04/15	THE CADDY SHAK LEXINGTON SC	90 00
04/15	KMART 07616 LEXINGTON SC	3.20
04/16	THE HOME DEPOT #1106 LEXINGTON SC	13 38
(13) * 04/14	COLUMBIA SHELIVING 803-2274669 SC	599 00 *
04/17	PIGGLY WIGGLY 115 LEXINGTON SC	17 27
(14) * 04/14	COLUMBIA SHELIVING 803-2274669 SC	1,537 50 *
04/18	FOOD LION #0073 NEWBERRY SC	41 35
04/18	LOWES #01066* LEXINGTON SC	450 82
04/17	EXXONMOBIL 42274019 LEXINGTON SC	43 00
04/17	BLIMPIE SUBS & SALADS LEXINGTON SC	21 40
04/19	ZAXBY'S 34701 Q31 LEXINGTON SC	16 01
04/18	COMPORIUM 803-8941143 SC	36 51
04/19	EASTERN BUFFET COLUMBIA SC	23 21
(15) * 04/18	BUILDERS WHOLESALE C W COLUMBIA SC	4,892 75 *
04/19	LOWES #01066* LEXINGTON SC	16 72
04/18	EXXONMOBIL 42274019 LEXINGTON SC	92 00
04/20	PIGGLY WIGGLY 115 LEXINGTON SC	21 76
04/18	RUSHES 05 LEXINGTON SC	25 85
04/20	PIGGLY WIGGLY 115 LEXINGTON SC	2 19
04/19	LOWES #01066* LEXINGTON SC	119 75
04/20	KANGAROO EXP # 842 LEXINGTON SC	52 01
04/20	WAL-MART #0881 LEXINGTON SC	87 25
04/19	RUSHES 05 LEXINGTON SC	29 76
04/20	LOWES #01066* LEXINGTON SC	40 51
04/20	Eastern Buffet Lexington SC	19 00
04/20	COLUMBIA VACUUM CENTER IN CAYCE SC	6 44
04/21	WAL-MART #0881 LEXINGTON SC	38 05
04/20	LITTLE CAESARS 6 LEXINGTON SC	8 56
04/20	THE CADDY SHAK LEXINGTON SC	26 75
04/22	LOWES #01066* LEXINGTON SC	5 46
04/22	LOWES #01066* LEXINGTON SC	48 72
04/23	LOWES #01066* LEXINGTON SC	17 54
04/22	FOOD LION #0534 BALLENTINE SC	15 50
04/22	CES-SC-0026 LEXINGTON SC	14 29
04/22	FOOD LION #2653 IRMO SC	10 90
04/21	BOJANGLES 404 01004043 LEXINGTON SC	16 98
04/22	RUSHES 09 LEXINGTON SC	3 73
04/21	THE HOME DEPOT #1106 LEXINGTON SC	25 66
04/24	PIGGLY WIGGLY 115 LEXINGTON SC	29 31
04/24	MIYOS LEXINGTON LEXINGTON SC	78 39
04/23	THE CADDY SHAK LEXINGTON SC	23 00
04/22	COLUMBIA VACUUM CENTER IN CAYCE SC	10 82
04/24	EXXONMOBIL 42274019 LEXINGTON SC	54 01
04/25	AUTOZONE #1021 LEXINGTON SC	22 68
04/25	PIGGLY WIGGLY 115 LEXINGTON SC	36 36
04/25	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
04/26	DAL-TILE#216 W COLUMBIA WEST COLUMBIA SC	22 05
04/26	AT&T TLG GAC 800-331-0500 GA	163 31
04/26	#93 SPARLING/GALE INSULAT WEST COLUMBIA SC	50 88
04/25	LOWES #01066* LEXINGTON SC	29.74
04/26	WAPER INC WEST COLUMBIA SC	59.22
04/26	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
04/27	FERGUSON ENT #27 803-699-4000 SC	63 81
04/27	LOWES #01066* LEXINGTON SC	12.64
04/27	SPORT CLIPS SC304 LEXINGTON SC	17 00
04/26	EXXONMOBIL 97431399 GILBERT SC	67 63
04/27	CANTEEN MICHEL71090088 LEXINGTON SC	2 48

2011 Totals Year-to-Date

Total fees charged in 2011 \$0 00
 Total interest charged in 2011 \$0 00

Year-to-date totals reflect all charges minus any refunds applied to your account.

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Account number. [REDACTED]

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ACCOUNT SUMMARY

Account Number:	[REDACTED]
Previous Balance	\$11,381.69
Payment, Credits	-\$11,381.69
Purchases	+\$4,062.40
Cash Advances	\$0.00
Balance Transfers	\$0.00
Overdrafts	\$0.00
Fees Charged	\$0.00
Interest Charged	\$0.00
New Balance	\$4,062.40
Opening/Closing Date	04/29/11 - 05/28/11
Total Credit Line	\$16,500
Available Credit	\$12,437
Cash Access Line	\$3,300
Available for Cash	\$3,300

PAYMENT INFORMATION

New Balance	\$4,062.40
Payment Due Date	06/25/11
Minimum Payment Due	\$40.00

Late Payment Warning If we do not receive your minimum payment by the date listed above, you may have to pay a late fee of up to \$35.00 and your APR's will be subject to increase to a maximum Penalty APR of 29.99%.

Minimum Payment Warning If you make only the minimum payment each period, you will pay more in interest and it will take you longer to pay off your balance. For example

If you make no additional charges using this card and each month you pay --	You will pay off the balance shown on this statement in about.	And you will end up paying an estimated total of .
Only the minimum payment	16 years	\$7,846
\$137	3 years	\$4,950 (Savings=\$2,896)

If you would like information about credit counseling services, call 1-866-797-2885

CHASE FREEDOM. ULTIMATE REWARDSSM SUMMARY

Previous points balance	24,409	Earn an unlimited 1% cash back on all your purchases. You'll earn a total of 5% Cash Back in quarterly bonus categories that change.
Points earned on purchases	4,063	Signing up is free and easy! 5% Cash Back categories are subject to a quarterly maximum.
Bonus points from Ultimate Rewards Travel	0	See full details at chase.com/freedom
Bonus points earned at Ultimate Rewards Mall	0	
Current points balance	28,472	

Redeeming your points for cash back is easy! For example, 2,000 points = \$20 cash back. You can receive a check, statement credit, or even direct deposit into your Chase Checking account. Did you know that you can get a discount when you redeem your points for select gift cards? Just visit www.chase.com/freedom to see all of your redemption options or call the number on the back of your card.

ACCOUNT ACTIVITY

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
PAYMENTS AND OTHER CREDITS		
05/25	Payment - Thank You	-11,381.69
PURCHASES		
04/28	EXPRESS WASH CAYCE SC	6.00
04/28	TGT*TARGET COM TARGET COM MN	59.54
04/28	CANTEEN MICHEL71090088 LEXINGTON SC	2.48
04/28	WAL-MART #0881 LEXINGTON SC	128.03
04/27	NATL BLD 866 355 0310 866-3550310 GA	30.17
04/28	NUMBER1DIRECTDOTC00 OF 00 636-2077277 MO	45.66
04/30	WAL-MART #0881 LEXINGTON SC	76.22
04/28	EXXONMOBIL 42274019 LEXINGTON SC	53.81
04/29	FOOD LION #0083 LEXINGTON SC	37.43
04/29	LITTLE CAESARS 6 LEXINGTON SC	20.33
04/30	RACEWAY846 75708461 W COLUMBIA SC	48.00
05/01	KANGAROO EXP # 3274 LEXINGTON SC	89.01

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ACCOUNT ACTIVITY (CONTINUED)

Date of Transaction	Merchant Name or Transaction Description	\$ Amount
05/02	RUSHES 05 LEXINGTON SC	25 10
05/03	KANGAROO EXP # 3267 LEXINGTON SC	55 60
05/03	USPS CHANGE OF66100959 800-2383150 TN	1 00
05/03	WAL-MART #0881 LEXINGTON SC	75 77
05/02	U-HAULAAA AUTOMOTIVE WEST COLUMB SC	138 25
05/03	GLOW SALON AND SPA LEXINGTON SC	18 00
05/04	BI-LO 135 LEXINGTON SC	15 61
05/03	EXXONMOBIL 97431399 GILBERT SC	3 83
05/04	LOWES #00499* WEST COLUMBIA SC	72 64
05/04	LOWES #01066* LEXINGTON SC	19 98
05/04	BOOKS A MILLION00005785 LEXINGTON SC	50 00
05/05	MID-CAROLINAS ELECTRIC CO 803-7496400 SC	218 00
05/05	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
05/07	LOWES #01066* LEXINGTON SC	18 13
05/07	WAL-MART #0881 LEXINGTON SC	126 54
05/06	CANTEEN MICHEL71090088 LEXINGTON SC	4.27
05/07	FOOD LION #1505 LEXINGTON SC	38 56
05/09	WAL-MART #0881 LEXINGTON SC	29 11
05/08	RUSTY ANCHOR CHAPIN SC	133 00
05/09	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
05/09	EXXONMOBIL 97345342 LEXINGTON SC	53 43
05/10	GREAT CLIPS #4364 LEXINGTON SC	13 00
05/10	LAKE MURRAY ASSOCIATION IRMO SC	60 00
05/10	EXXONMOBIL 45643996 LEXINGTON SC	86 00
05/12	SC FARM BUREAU 800-7997500 SC	38 83
05/12	WAL-MART #0881 LEXINGTON SC	140 80
05/13	WAL-MART #0881 LEXINGTON SC	68 72
05/14	PIGGLY WIGGLY 115 LEXINGTON SC	18 18
05/12	MICHAELS #2113 COLUMBIA SC	17 71
05/13	BED BATH & BEYOND #199 COLUMBIA SC	99 82
05/13	INKJETSUPERSTORE COM 323-2681100 CA	74 84
05/13	SC FARM BUREAU FEDERATION 803-9364243 SC	40 00
05/13	~~COLUMBIA SHELVING 803-2274669 SC~~	~~599.00~~
05/12	OLD NAVY # 5976 COLUMBIA SC	5 35
05/13	BURGER KING #16179 LEXINGTON SC	6 30
05/13	EXXONMOBIL 47704838 LEXINGTON SC	56 51
05/14	EXXONMOBIL 97431399 GILBERT SC	3 83
05/14	AUTOZONE #1021 LEXINGTON SC	1 94
05/15	PIGGLY WIGGLY 115 LEXINGTON SC	9 12
05/16	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
05/15	THE CADDY SHAK LEXINGTON SC	18 00
05/17	WAL-MART #0881 LEXINGTON SC	85 94
05/18	TWC*TIMEWARNERCABLE 803-252-2253 SC	123 73
05/18	TIRE KINGDOM #248 LEXINGTON SC	88 55
05/18	COMPORIUM 803-8941143 SC	178 77
05/20	PIGGLY WIGGLY 115 LEXINGTON SC	71 50
05/20	EXXONMOBIL 97345342 LEXINGTON SC	48 51
05/21	SHELL OIL 91002458487 LEXINGTON SC	90 00
05/21	LAKE WORLD LEXINGTON SC	4.28
05/22	PIGGLY WIGGLY 115 LEXINGTON SC	82 95
05/20	SAN JOSE LEXINGTON SC	10 90
05/23	CANTEEN MICHEL71090088 LEXINGTON SC	2 48
05/23	DICK'S SPORTING GOODS COLUMBIA SC	12 12
05/24	WAL-MART #0881 LEXINGTON SC	72 36
05/26	WAL-MART #0881 LEXINGTON SC	131 42

2011 Totals Year-to-Date

Total fees charged in 2011 \$0 00
Total interest charged in 2011 \$0 00

Year-to-date totals reflect all charges minus any refunds applied to your account

This Statement is a Facsimile - Not an original

How To Reach Us
1-866-775-0556

Customer Service
BOX 6062
SIOUX FALLS, SD
57117

www.citricards.com

Account Member
CLAUDE L LEITZSEY JR

Member Since 2005

Account Activity
Feb 11-Mar 10, 2011

Account Number
[REDACTED]

Minimum Payment Due: New Balance.

\$188.00 **\$12,560.45**

Payment Due Date

04/08/2011

Payment must be received by 5:00 PM
local time on the payment due date

Late Payment Warning. If we do not receive your
minimum payment by the date listed above, you may
have to pay a late fee of up to \$35 and your APRs may
be increased up to the variable Penalty APR of 28.99%

For information about credit counseling services, call 1-877-337-8187

Summary of Account Activity

Previous Balance	\$5 00
Payments	-\$5 00
Other Credits	-\$2,809 45
Purchases	+\$15,369.90
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$0.00
New Balance	\$12,560.45
Past Due Amount	\$0 00
Amt. Over Rev. Cr. Lt.	\$0.00

Revolving Credit Limit	\$18,200
Avail. Revolving Credit	\$5,639
Cash Advance Limit	\$9,500
Available Cash Limit	\$5,639
Statement Closing Date	03/10/2011
Days in Billing Cycle	28

Dividend Dollars

Total Dividend Dollars Available **172.51**

Full Details can be found in the Dividend Dollars Summary section of this statement

We have lowered your APR for Standard Purchases. Your new APR effective
03/11/2011 is:

APR for Standard Purchases: 16.990% variable

Variable APRs will vary with the market based on the U.S. Prime Rate.

Payments, Credits and Adjustments

Date	Post	Description	Amount
03/08	03/08	CLICK-TO-PAY PAYMENT, THANK YOU	-5 00
03/02	03/02	HOME PERFECT 212-3543900 NY	-296.20
03/03	03/03	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	-837 75
03/03	03/03	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	-837.75
03/03	03/03	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	-837.75

Standard Purchases

Date	Post	Description	Amount
03/01	03/01	CANTEEN MICHEL71090088 LEXINGTON SC	1 86
03/01	03/01	DICKSON'S OLD COBBLER COLUMBIA SC	15 00
03/01	03/01	PALMETTO WINNELSON CO LEXINGTON SC	15 92
03/01	03/01	HOME PERFECT 212-3543900 NY	296 20
* 03/01	03/01	SOUTHWEST PLUMBING SUP 435-6868319 UT	354.10
* 03/01	03/01	SOUTHWEST PLUMBING SUP 435-6868319 UT	789.28
* 03/01	03/01	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	837.75
03/01	03/01	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	837 75
03/01	03/01	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	837 75
03/01	03/01	OVERSTOCKDEALS.COM HIGHLANDS RAN CO	837 75
* 03/01	03/01	BUILDERS WHOLESALERS W COLUMBIA SC	8,026.54
03/02	03/02	USPS 4550000729800364 LEXINGTON SC	3 89
03/02	03/02	OLD NAVY # 5976 COLUMBIA SC	29 96

www.citricards.com

date paid

amount paid

check #

Detach and follow payment instructions on reverse

Make check payable to Citi Cards

New Balance
\$12,560.45
Minimum Payment Due
\$188.00
Payment Due Date
04/08/2011

Amount Enclosed

Payment must be received by 5:00 PM
local time on the payment due date

CLAUDE L LEITZSEY JR
336 CALYPSO RD
GILBERT SC 29054-9449

* CITI CARDS
PROCESSING CENTER
DES MOINES, IA 50363-0001

How to Reach Us
1-866-775-0556
Customer Service
BOX 6062
SIOUX FALLS, SD 57117

Account Number
**** * * * *

Access your account online: www.citicards.com

Standard Purchases (cont'd)

Sale	Post	Description	Amount
03/02	03/02	ELKO PRODUCTS COMPANY RICHMOND VA	652.27
03/03	03/03	AC MOORE STR #77 COLUMBIA SC	21.06
03/03	03/03	HUNTER FAN COMPANY 888-830-1326 TN	36.39
03/04	03/04	EXXONMOBIL 42274019 LEXINGTON SC	48.75
03/04	03/04	EASTERN BUFFET QPS COLUMBIA SC	69.00
03/04	03/04	SAN JOSE QPS LEXINGTON SC	21.00
03/04	03/04	OVERSTOCK DEALS.COM - HIGHLANDS RANCH CO	63.95
03/05	03/05	WAL-MART #0881 QPS LEXINGTON SC	7.33
03/05	03/05	FRANKIES FUN PARK OF C COLUMBIA SC	12.25
03/05	03/05	KMART 07410 COLUMBIA SC	19.71
03/05	03/05	ZORBA'S COLUMBIA SC	20.00
03/05	03/05	ZORBA'S COLUMBIA SC	23.73
03/05	03/05	LITTLE CAESARS 6 QPS LEXINGTON SC	24.61
03/05	03/05	EXXONMOBIL 97345342 LEXINGTON SC	75.00
03/06	03/06	PIGGLY WIGGLY 115 QPS LEXINGTON SC	15.26
03/07	03/07	CANTEEN MICHEL71090088 LEXINGTON SC	2.48
03/07	03/07	WAL-MART #0881 LEXINGTON SC	44.82
03/07	03/07	FRAMES FOR AMERICA HOUSTON TX	195.10
03/07	03/07	LIZARDS THICKET LEXING LEXINGTON SC	35.00
03/08	03/08	CANTEEN MICHEL71090088 LEXINGTON SC	2.68
03/08	03/08	LOWES #01066* LEXINGTON SC	34.03
03/08	03/08	EXXONMOBIL 47704838 LEXINGTON SC	48.00
03/08	03/08	THE HOME DEPOT #1106 LEXINGTON SC	9.52
03/09	03/09	LOWES #01066* QPS LEXINGTON SC	4.14

Fees

Sale	Post	Description	Amount
		TOTAL FEES FOR THIS PERIOD	0.00

Interest Charged

Post	Description	Amount
	TOTAL INTEREST FOR THIS PERIOD	0.00

2011 Totals Year-to-Date

Total fees charged in 2011	\$0.00
Total interest charged in 2011	\$0.00

Interest Charge Calculation

Your Annual Percentage Rate (APR) is the annual interest rate on your account.

Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES			
Standard Purch	19.990% (V)	\$0.00 (D)	\$0.00
ADVANCES			
Standard Adv	25.240% (V)	\$0.00 (D)	\$0.00

Bonus Dividend Dollars

Cardmember Bonus Dollars	
Purchase Bonus	25.12
Total Cardmember Bonus Dollars Earned	25.12

Dividend Dollars Summary

Previous Statement Dividend Dollars	Base Dividend Dollars Earned	Special Category Dividend Dollars Earned	Merchant Bonus Dividend Dollars Earned	Card Member Bonus Dividend Dollars Earned
21.79	125.60	0.00	0.00	25.12
Total Dividend Dollars Earned this period	Total Dividend Dollars Adjusted	Total Dividend Dollars Purchased	Total Dividend Dollars Redeemed	Total Dividend Dollars Expired
150.72	0.00	0.00	0.00	0.00
				172.51

Bonus Cash Back may take one to two billing cycles to appear on your statement. Please refer to the specific terms and conditions pertaining to the promotion for further details.

How To Reach Us
1-866-775-0556

Customer Service
BOX 6062
SIOUX FALLS, SD
57117

www.citicards.com

Account Member
CLAUDE L LEITZSEY JR

Member Since 2005

Account Number
[REDACTED]

Account Activity
Mar 11-Apr 12, 2011

Minimum Payment Due* New Balance:
\$266.00 \$17,767.51

Payment Due Date:
05/08/2011 Payment must be received by 5:00 PM
local time on the payment due date

Late Payment Warning If we do not receive your
minimum payment by the date listed above, you may
have to pay a late fee of up to \$35 and your APRs may
be increased up to the variable Penalty APR of 29.98%

For information about credit counseling services, call 1-877-337-8187

Summary of Account Activity

Previous Balance	\$12,560.45
Payments	-\$12,560.45
Other Credits	-\$111.93
Purchases	+\$17,879.44
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$0.00
New Balance	\$17,767.51

Past Due Amount	\$0.00
Amt. Over Rev. Cr. Lt	\$0.00

Revolving Credit Limit	\$18,200
Avail. Revolving Credit	\$432
Cash Advance Limit	\$9,500
Available Cash Limit	\$432
Statement Closing Date	04/12/2011
Days in Billing Cycle	33

Dividend Dollars

Total Dividend Dollars Available* **321.14**

Full Details can be found in the Dividend Dollars Summary section of this statement.

Payments, Credits and Adjustments

Sale	Post	Description	Amount
	03/15	CLICK-TO-PAY PAYMENT, THANK YOU	-12,560.45
03/22	03/22	LOWES #01066* LEXINGTON SC	-78.99
03/22	03/22	THE HOME DEPOT #1106 LEXINGTON SC	-16.63
03/28	03/28	WAL-MART #0881 LEXINGTON SC	-2.41
03/28	03/28	ADVANCE AUTO PARTS #56 LEXINGTON SC	-13.90

Standard Purchases

Sale	Post	Description	Amount
03/09	03/11	THE HOME DEPOT #1106 LEXINGTON SC	9.62
03/09	03/11	THE OTHER PANCAKE HOUSE LEXINGTON SC	14.78
03/10	03/11	CANTEEN MICHEL71090088 LEXINGTON SC	4.50
03/11	03/11	WAL-MART #0881 LEXINGTON SC	64.34
03/11	03/11	FRANK S EXPRESS CAR WASH LEXINGTON SC	5.00
03/12	03/12	COLUMBIA TRVL CENTER G COLUMBIA SC	47.00
03/12	03/12	LLR SPCH LANG PATH AUD 08038964326 SC	220.00
03/13	03/13	PIGGLY WIGGLY 115 QPS LEXINGTON SC	5.69
03/13	03/13	EXXONMOBIL 97431399 GILBERT SC	75.00
03/13	03/13	BLIMPIE SUBS & SALADS LEXINGTON SC	19.25
03/14	03/14	CREATIVE NAILS LEXINGTON SC	29.00
03/14	03/14	VISTA ART & FRAMING CAYCE SC	160.50
03/15	03/15	MCDONALD'S F5350 QPS LEXINGTON SC	7.09
03/16	03/16	CANTEEN MICHEL71090088 LEXINGTON SC	2.48
03/16	03/16	WAL-MART #0881 LEXINGTON SC	69.57
03/16	03/16	BUILDERS-WHOLESALE C ^o WPCOLUMBIA SC*	7,916.25
03/16	03/16	THE HOME DEPOT #1106 LEXINGTON SC	16.63
03/17	03/17	CANTEEN MICHEL71090088 LEXINGTON SC	2.48
03/17	03/17	EXXONMOBIL 97345342 LEXINGTON SC	3.40
03/17	03/17	HESS 40386 WEST COLUMBIA SC	50.07

www.citicards.com

New Balance
\$17,767.51
Minimum Payment Due*
\$266.00
Payment Due Date
05/08/2011

Amount Enclosed.

Payment must be received by 5:00 PM
local time on the payment due date

Detach and follow payment instructions on reverse
Make check payable to **Citi Cards**

1 of 4

CLAUDE L LEITZSEY JR
336 CALYPSO RD
GILBERT SC 29054-9449

CITI CARDS
PROCESSING CENTER
DES MOINES, IA 50363-0001

How to Reach Us
1-866-775-0556

Customer Service
BOX 6062
SIOUX FALLS, SD 57117

Account Number
**** * * * *

Access your account online: www.citricards.com

Standard Purchases (cont'd)

Sale	Post	Description	Amount
03/18	03/18	WAL-MART #0881 QPS LEXINGTON SC	13.88
03/18	03/18	GREAT CLIPS #4352 LEXINGTON SC	14.00
03/18	03/18	PIGGLY WIGGLY 115 QPS LEXINGTON SC	14.07
03/18	03/18	SAMSCULB #6203 QPS COLUMBIA SC	17.46
03/18	03/18	LOWES #01066* LEXINGTON SC	137.48
03/20	03/20	WWW.CENTRALVACUUMFABAKERSFIELD CA	434.92
03/21	03/21	CANTEEN MICHEL71090088 LEXINGTON SC	2.79
03/21	03/21	EXXONMOBIL 42274019 LEXINGTON SC	46.00
03/21	03/21	WAL-MART #0881 LEXINGTON SC	58.98
03/21	03/21	EXXONMOBIL 45643996 LEXINGTON SC	75.00
03/21	03/21	DECOR GLAMOUR BROOKLYN NY	522.63
03/21	03/21	HINENS-THINGS 8006099880 MA	956.00
03/21	03/21	COMPORIUM 8038941143 SC	36.60
03/21	03/21	WWW.WEBSTORES123.COM NEW YORK NY	114.74
03/22	03/22	PAYPAL *DEC EMPORIU 4029357733 CA	28.09
03/22	03/22	HANCOCK FABRICS 1450 COLUMBIA SC	30.31
03/23	03/23	CANTEEN MICHEL71090088 LEXINGTON SC	2.48
03/23	03/23	PIGGLY WIGGLY 115 LEXINGTON SC	68.02
03/23	03/23	PAYPAL *DAZZLEGAMES 4029357733 NJ	28.95
03/24	03/24	THE-BUILDING-CENTER#9 COLUMBIA SC	414.57
03/25	03/25	AUTOZONE #1021 LEXINGTON SC	87.18
03/25	03/25	Hudson Smokehouse Lexington SC	40.00
03/25	03/25	PAYPAL *BUDY311 4029357733 CA	227.50
03/26	03/26	PIGGLY WIGGLY 115 QPS LEXINGTON SC	7.79
03/26	03/26	ADVANCE AUTO PARTS #56 LEXINGTON SC	13.90
03/26	03/26	WM SUPERCENTER IRMO SC	27.81
03/26	03/26	TRIANGLE DODGE, INC GRANITEVILLE SC	37.40
03/27	03/27	PIGGLY WIGGLY 115 QPS LEXINGTON SC	7.48
03/27	03/27	EXXONMOBIL 97345342 LEXINGTON SC	89.01
03/28	03/28	CANTEEN MICHEL71090088 LEXINGTON SC	2.48
03/28	03/28	WAL-MART #0881 LEXINGTON SC	88.27
03/28	03/28	SHELL OIL 575425611QPS LEXINGTON SC	52.00
03/30	03/30	CANTEEN MICHEL71090088 LEXINGTON SC	2.79
03/30	03/30	WAL-MART #0881 LEXINGTON SC	56.42
03/30	03/30	COLUMBIA-SHEEVING COLUMBIA SC	1,537.50

Standard Purchases (cont'd)

Sale	Post	Description	Amount
04/01	04/01	CANTEEN MICHEL71090088 LEXINGTON SC	4.41
04/01	04/01	USPS 4550000729800364 LEXINGTON SC	10.95
04/01	04/01	PIGGLY WIGGLY 115 LEXINGTON SC	36.36
04/02	04/02	REGAL PASTIME PAVILION LEXINGTON SC	19.50
04/02	04/02	EXXONMOBIL 42274019 LEXINGTON SC	50.10
04/02	04/02	EXXONMOBIL 42241505 COLUMBIA SC	68.00
04/03	04/03	PIGGLY WIGGLY 115 QPS LEXINGTON SC	10.65
04/03	04/03	PIGGLY WIGGLY 115 QPS LEXINGTON SC	18.61
04/03	04/03	BLIMPIE SUBS & SALADS LEXINGTON SC	21.39
04/04	04/04	CANTEEN MICHEL71090088 LEXINGTON SC	2.79
04/04	04/04	PIGGLY WIGGLY 115 QPS LEXINGTON SC	3.49
04/04	04/04	USPS 45500095519801109 LEXINGTON SC	7.90
04/04	04/04	DECOR GLAMOUR BROOKLYN NY	63.65
04/05	04/05	PUBLIX #1383 QPS LEXINGTON SC	16.94
04/05	04/05	RUSHS 05 QPS LEXINGTON SC	14.77
04/06	04/06	USPS CHANGE OF66100959 MEMPHIS TN	1.00
04/06	04/06	SALSARITAS 94 QPS LEXINGTON SC	4.37
04/07	04/07	PAYPAL *BACHLEQUANG 402-935-7733 CA	190.00
04/07	04/07	GLOW SALON AND SPA LEXINGTON SC	52.00
04/08	04/08	CANTEEN MICHEL71090088 LEXINGTON SC	5.23
04/08	04/08	KANGAROO EXP # 3274QPS LEXINGTON SC	12.64
04/08	04/08	PIGGLY WIGGLY 115 LEXINGTON SC	28.78
04/08	04/08	LOWES #01066* LEXINGTON SC	56.75
04/08	04/08	TACO BELL #4058 QPS SUMTER SC	9.77
04/08	04/08	SAN JOSE MEXICAN REQPS LEXINGTON SC	21.00
04/08	04/08	SHELL OIL 575425611QPS LEXINGTON SC	50.00
04/09	04/09	FOOD LION #1505 LEXINGTON SC	28.21
04/09	04/09	ROCK SOLID CONSTRUCTIO LEXINGTON SC	3,210.00
04/10	04/10	EXXONMOBIL 97431399 GILBERT SC	86.00
04/11	04/11	WAL-MART #0881 LEXINGTON SC	62.05

Fees

Sale	Post	Description	Amount
		TOTAL FEES FOR THIS PERIOD	0.00

EXHIBIT D

From: lexclaud@hotmai.com
To: ken@ormandlawfirm.com
CC: leitzslp@hotmai.com
Subject: Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint
Date: Thu, 7 Apr 2011 20:35:40 -0400

Ken,
Attached are 3 documents received on behalf of Carolina Refrigeration Services, Inc from Jean P. Derrick.
The Mechanic's Lien and Lis Pendens were received together on April 1st (filed on 3/31/11).
The Civil Action - Summons was delivered to us on 4/7/11 (filed on 4/6/11).
From Mechanic's Lien to Summons in 7 days...

I noticed that Steve Baudo and Associates is not listed as a defendant...?
Invoices enclosed are to Baudo and Associates Home Builders, Inc.

Thanks
Claude Leitzsey
803-403-4626
Lisa Leitzsey
803-403-4627

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

AFFIDAVIT OF
KEVIN J. KILLOY

The undersigned, being first duly sworn, deposes and says:

My name is Kevin J. Killoy. I reside at 100 Mills Lake Court, Chapin, SC 29036. I am a part owner of and am employed by Killoy Office Equipment, Inc. I specialize in computer installation, maintenance and repair and have been specializing in that business in excess of twenty-five years. For the past five years I have been the primary supplier of computer equipment, as well as maintenance technician, for Kenneth E. Ormand, Jr., Attorney at Law..

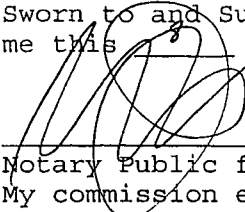
I have been requested to perform a search of the server for the computer system located at the offices of Kenneth E. Ormand, Jr., Attorney at Law, 625 Taylor Street, 2nd Floor, Columbia, SC 29201, as well as the individual computer hard drive utilized by Kenneth E. Ormand, Jr. and on which he receives his E-Mail. The purpose of the search was to determine whether E-Mails had been received by Mr. Ormand from Claude E. Leitzsey, Jr. on or about April 7, 2011, and on or about April 18, 2011. I was told that each E-Mail would have been received by Mr Ormand from lexclaude@hotmail.com and that one would have had an attachment of about seven megabytes in size and the other would have had an attachment of about twenty megabytes in size. During the last two weeks in July I ran a search of the entire server under the name of Leitzsey and under the E-mail address lexclaude@hotmail.com. I also ran the same searches on the hard drive located at Mr. Ormand's desk. In running the searches I looked in all directories and folders. My searches revealed no such E-Mails. However I did find two E-mails which were forwarded from Mr. Leitzsey to Mr. Ormand on June 15, 2011, one of which made reference to a previous E-mail which hade been sent on April 7 and the other of which made reference to an E-mail which hade been sent on April 18. Each of these E-mails indicated that an attachment should have been included but the attachment was not in either E-mail received by Mr. Ormand.

It is very possible that E-mails with attachments such as those sent to Mr. Ormand would have been undeliverable and that neither notice of attempted delivery would have been given to the intended recipient nor notice of delivery failure would have been given to the sender. I have seen this many times in my work with E-mail systems. In my experience, problems with any E-mail system are common and, despite popular belief, E-mail is not totally reliable.



Kevin J. Killoy

Sworn to and Subscribed before
me this _____ day of September, 2011.



Notary Public for South Carolina
My commission expires: 9/21/21

STATE OF SOUTH CAROLINA

AFFIDAVIT OF

WILLIAM D. BOLING

COUNTY OF RICHLAND

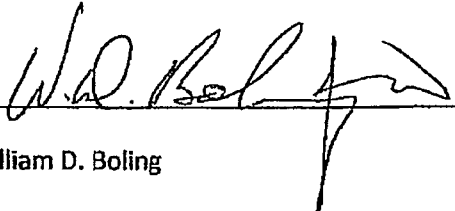
The undersigned being first duly sworn deposes and says:

My Name is William D. Boling. I am currently a Senior Network Engineer employed by Technesis Technology Solutions in West Columbia SC. I have been employed and have worked consistently in an IT (Information Technology) capacity since 1987, particularly in networking disciplines. My job descriptions range from network configuration, troubleshooting to root cause analysis of operating systems, hardware and mail transport systems. On 31 August 2011 I was asked by Jean Derrick to provide some insight into the defendant's claim of email delivery issues. The following facts are known:

- 1) Mr. Leitzsey's email account provider is Microsoft (Hotmail). Hotmail email account users are restricted to a maximum file attachment size limit of 25mb.
- 2) This limit is clearly visible in the Hotmail Web application for the mail document and shows the size of all currently attached documents relative to the 25mb limit prior to the email being sent by the sender. Should an attachment exceed the 25mb limit, a pop up message will warn the sender to remove previously attached documents to stay under the 25mb limit prior to ever sending the message.
- 3) Attorney Ormond's domain is registered with TWC Business Class Road Runner, which has a maximum email attachment limit (send or receive) of 30mb. An administrative reply is sent to the originating sender if the limit is exceeded.
- 4) Ormandlawfirm.com has an mx record (70.61.206.242) `rrcs-70-61-206-242.midsouth.biz.rr.com` therefore it is under the restriction listed in section 3 above.
- 5) The below listed PDF documents have been verified to be a cumulative size of 7mb which is well below the allowed limit for sections 1 and 3 above.
Mechanics Lien (3mb)
Lis Pendens (1mb)
Civil Action (3mb)
- 6) Road Runner based email servers will return an administrative reply to any received email that exceeds the limitation stated in section 3 above.

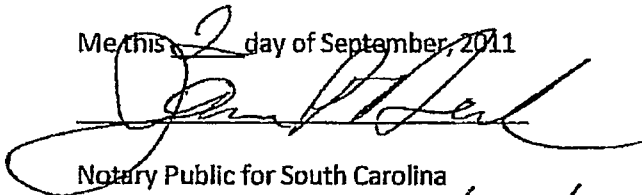
Based on the facts above it is my professional opinion that any and all emails referenced above exceeding limit standards would have generated the proper administrative responses from either email providers indicating non delivery based upon attachment limits being exceeded. These sizes in section 5 would not have triggered such administrative responses

I received a printed paper copy of an alleged email sent from lexclaude@hotmail.com to ken@ormandlawfirm.com on 7 April 2011. I question the authenticity of the document based on the fact that the references to the attached documents listed in section 5 do not contain a header entry outlining the names of these attachments. This is always included in a printed copy of an email generally at the top left.


William D. Boling

Sworn to and Subscribed before

Me this 2 day of September, 2011


Notary Public for South Carolina

My commission expires: 7/15/12

STATE OF SOUTH CAROLINA) FILED
) IN THE COURT OF COMMON PLEAS
 COUNTY OF LEXINGTON) 2011 DEC -7 2:37

Carolina Refrigeration Services) 2011-CP-32-1369

Plaintiff,) BETH A. CARRIGG
) CLERK OF COURT
) LEXINGTON SC

Claude L. Leitzsey, Sr,)
 Lisa M. Leitzsey, Claude L. Leitzsey,)
 Jr and Branch Banking and Trust)

Defendants,)

NOTICE OF MOTION AND
 MOTION

To: Counsel for Plaintiff

YOU WILL PLEASE TAKE NOTICE that Defendants Claude L. Leitzsey, Sr., Lisa M. Leitzsey, and Claude L. Leitzsey, Jr., by and through their undersigned attorney, will move as soon as practicable before the Court, pursuant to Rule 59 (e) of the South Carolina Rules of Civil Procedure for an Order to Alter or Amend the Order of the Honorable Knox McMahon dated November 21, 2011 or in the alternative grant a new trial or rehearing pursuant to Rule 59 (a) of the South Carolina Rules of Civil Procedure on the following grounds:

1 The Court erred by finding that “. . Defendants in fact never transmitted the pleading to their lawyer.” The error being that there was no evidentiary support to finding that the affidavit of the Defendant Claude Leitzsey was false.

2. The Court erred by finding that “The Court infers that Killoy was not asked to so search, because there would be no such emails found from that that end of the

process, either. The error being that there is no evidentiary support to support such a finding.

2. The Court erred in relying on the affidavit of William D. Boling questioning the authenticity of the copy of the email that was attached to the first affidavit of the Plaintiffs submitted to the Court. The error being the affidavit of the Plaintiff clearly indicated that the reference to the attachment was deleted for copying purposes and date on the copy was inserted by the Hotmail server and Mr. Boling as an expert in computers knew or should have known that

3. The Court erred in granting an in personam judgment against the Defendants Leitzsey. The error being this is an action for foreclosure of a mechanic's lien and not one for a personal judgment against them. The lien should be perfected against the subject property and not against the Defendants Leitzsey.

4. The Court erred by not making any findings concerning the meritorious defenses of these Defendants and the lack of prejudice to the Plaintiff if the default was set aside.

5. The Court erred by not finding that in the interest of justice the Defendants should not be held in default.

6. A rehearing is requested based on the attached affidavit of Ryan Brown. Mr. Brown is a computer consultant. In this affidavit, Mr. Brown is submitting indisputable evidence that the emails were sent by Defendant Claude Leitzsey, Jr. to Attorney Ormand as Mr. Leitzsey affirms in his Affidavit. This information was not as the Court was led to believe on Mr. Leitzsey's computer but securely stored on the servers of Microsoft's Hotmail system. The Court's ruling was based on erroneous

information supplied by Plaintiff's affiant and the Court should, in the interest of justice,
reopen this matter for further consideration



Gerald D. Jowers
Attorney for Plaintiff
1802 Sumter Street
Columbia, SC 29201
765-9620

December 7, 2011

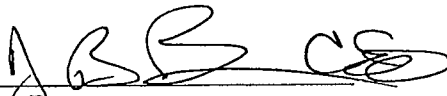
FILED
2011 DEC - 7 PM 2:36
BETH A. CARRIG
CLERK OF COURT
LEXINGTON SC

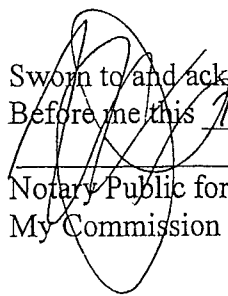
AFFIDAVIT

PERSONALLY APPEARED BEFORE ME, Ryan Brown, who first being dully sworn says as follows.

- 1 I am the sole stockholder of Net Tech, LLC a computer consulting and service firm located in Columbia, South Carolina.
2. I have personally been providing computer technical support and services for over 15 years.
3. Net Tech, LLC's clients include the US Department of Housing and Urban Development, US District Court, the Columbia office of the Social Security Administration and numerous businesses and professional offices in the Columbia area.
4. At the request of Attorney Gerald D. Jowers, I came to his office at 1802 Sumter Street, Columbia, SC on December 7, 2011 and accessed the Hot Mail account of Claude Leitzsey, Jr.. Mr. Jowers provided the screen name for the account and Mr. Jowers inputed the password.
5. Hotmail is a web-based email service. This means that the storage for emails sent through Hotmail are stored on the servers of Hotmail at various places around the world.
6. I was asked to locate emails sent by Mr Leitzsey to Attorney Kenneth E. Ormand on April 7, 2011 and on April 18, 2011.
- 7 After accessing Mr. Leitzsey's Hotmail account, I used the Hotmail search function to scan the "sent" folder that hold the emails that were initiated and sent from the account. I found these emails I also reviewed the "sent" folder in sequential order and found this emails in the proper sequential order for those dates.
8. The April 7, 2011 email contained one attachments containing 7 6 MB of data. The email was dated by the Hotmail server with the date "April 7, 2011." I printed this email and the attachment and these are attached hereto. On the copy of the email, I have drawn a circle around the date that is added by the Hotmail server.
9. The April 18, 2011 email sent to Mr Ormand contains two attachments containing 7 6 MB and 13 8 MB of data. I printed this email and the attachments and these are attached hereto. On the copy of the email, I have drawn a circle around the date that is added by the Hotmail Server.

- 10 The dates added to these emails by the Hotmail server cannot be altered by a Mr. Leitzsey or any user of Hotmail Only the persons in control of the Hotmail server can alter a date.
- 11 I also reviewed the "Inbox" and "Trash" folders of Mr. Leitzsey's Hotmail account for non-delivery notices of these two emails and I did not find any.
- 12 Based on my examination, these emails were without a doubt sent by Mr. Leitzsey to Mr. Ormand's email server for his internet domain. There are multiple reasons why the emails may not have been delivered to the "inbox" on Mr. Ormand's computer. Non-delivery of email is a fact of electronic mail and the possible explanations are speculative but not necessarily anyone's fault.


Ryan Brown


Sworn to and acknowledged
Before me this 7 day of December, 2011

Notary Public for South Carolina
My Commission expires: 4/21/21

FILED
2011 DEC - 7 P 2:38
SETH A CARRIGG
CLERK OF COURT
LEXINGTON SC

EXHIBIT 1

Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint

From **Claude Leitzsey** (lexclaud@hotmai com)

Sent Thu 4/07/11 8:35 PM

To Ken Ormand (ken@ormandlawfirm com)

Cc Lisa Leitzsey (leitzslp@hotmail com)

1 attachment

Leitzsey_HVAC_Derrick.pdf (7.6 MB)

Ken,

Attached are 3 documents received on behalf of Carolina Refrigeration Services, Inc from Jean P. Derrick

The Mechanic's Lien and Lis Pendens were received together on April 1st (filed on 3/31/11)

The Civil Action - Summons was delivered to us on 4/7/11 (filed on 4/6/11).

From Mechanic's Lien to Summons in 7 days...

I noticed that Steve Baudo and Associates is not listed as a defendant.. ?

Invoices enclosed are to Baudo and Associates Home Builders, Inc

Thanks

Claude Leitzsey

803-403-4626

Lisa Leitzsey

803-403-4627

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.

Plaintiff,

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

Case No.

2011013257 FILED, RECORDED, INDEXED
2011-03-31 12:46:26:110
REC FEE: \$12.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 6
Lexington County R.D.D. Debra M. Gunter
MECHANICS LIEN Bk+Pg 14798:129

MECHANIC'S LIEN

TO: CLAUDE L. LEITZSEY, SR., CLAUDE L. LEITZSEY, JR., LISA M. LEITZSEY AND
BRANCH BANKING & TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that Carolina Refrigeration Services, Inc., has
furnished materials, supplies and labor pursuant to an accepted bid between Carolina
Refrigeration Services, Inc. and Claude L. Leitzsey, R., Claude L. Leitzsey, Jr. and Lisa M.
Leitzsey for improvements to property owned by Claude L. Leitzsey, R., Claude L. Leitzsey,
Jr. and Lisa M. Leitzsey.

YOU ARE FURTHER NOTIFIED that materials, supplies, and labor were furnished
from December 17, 2010 through January 15, 2011, as the attached Statement of Account
reflects; that said attached statement by reference is made a part of hereof. The total sum
due is \$16,100.00.

The premises improved by labor and materials furnished by Carolina Refrigeration
Services, Inc., are more completely described as follows:

All that certain piece, parcel, or lot of land, with any improvements
thereon, situate, lying and being in the County of Lexington, State of
South Carolina, on the waters of Lake Murray, and being more

particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.,

Case No.

Plaintiff,

BETH A. CARRIGAN
CLERK OF COURT
LEXINGTON

STATEMENT OF ACCOUNT

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

PERSONALLY APPEARED before me Chris Hutnyak who, being duly sworn, deposes and says:

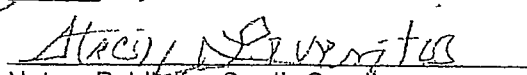
1. Pursuant to an accepted bid, Carolina Refrigeration Services, Inc. furnished materials, supplies and labor for improvements to property owned by Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey. There remains due and owing, for all labor, supplies and materials furnished under that bid, the total principal sum of \$16,100.00. All just credits have been allowed on this amount, and this is the net sum due and owing.

2. Said materials, supplies and labor were furnished beginning December 17, 2010 through January 15, 2011.


Chris Hutnyak

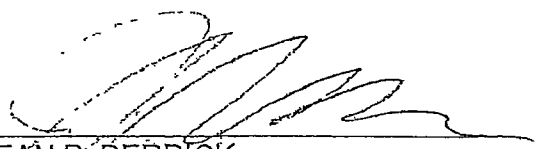
President, Carolina Refrigeration Services, Inc.

SWORN TO before me this
31 day of March, 2011


Notary Public for South Carolina

My Commission Expires: 11-18-13

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657

Attorney for Plaintiff

Lexington, South Carolina

March 25, 2011

**CAROLINA REFRIGERATION
SERVICES INC.
P.O. BOX 2013
LEXINGTON, SC. 29701**

Service In

Date	
12/17/2010	

277-336-7697

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 2972 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR. LEXINGTON, SC. 2972

P.O. No.	V
STEVE BAUDO	

Quantity	Service Description	Rate
1	HVAC INSTALLATION MATERIALS AND LABOR SERVICES 1. ROUGH IN THE ENTIRE HVAC PLAN FOR THE SUPPLY AND RETURN AIR VENT LOCATION. 2. MEET WITH HOME OWNER TO DISCUSS LAYOUT AND TO INPUT ON JOB. 3. INSTALL ENTIRE DUCTWORK SYSTEM THROUGHOUT THE HOUSE. 4. SET IN PLACE ALL AIR HANDLER UNITS WITH ZONE DAMPERS. 5. RUN REFRIGERANT LINE SET FROM ATTIC TO THE CONDENSERS. 6. INSTALL ALL CEILING VENTS AND WALL REGISTERS. 7. INSTALL PROGRAMMABLE THERMOSTATS FOR BOTH UP AND DOWNSTAIRS UNITS. 8. SET AND CONNECT ALL REFRIGERATION LINES. PRESSURIZE SYSTEM AND CHECK FOR LEAKS, EVACUATE LINES AND INSTALL REFRIGERANT CHARGE UNIT MODEL AND SERIAL NUMBER INFORMATION: 1. AIR HANDLER: M# B4VM-X30K-B R410A VARIABLE SPEED AIR HANDLER S# B4D091203070 2. AIR HANDLER: M# B4VM-X48K-C R410A VARIABLE SPEED AIR HANDLER S# B4D100607154 1. CONDENSER UNIT:	16,100.00

**CAROLINA REFRIGERATION
SERVICES INC.
P.O. BOX 2013
LEXINGTON, SC. 29701**

Service Invoice

Date	Invoice #
12/17/2010	C-1191

477-028-7507

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 2972 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR. LEXINGTON, SC. 2972

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
	M# FT4BE-030K S#FTD100501823 2. CONDENSER UNIT: M# FTBE-048K S#FTD090601933		

		Invoice Subtotal	\$16,100.00
		Sales Tax 7.0%	\$0.00
		Invoice Total	\$16,100.00
		Payments/Credits	\$0.00
		Balance Due	\$16,100.00

Pay To	Email	Phone
653-448-2811	CHRIS.CRS@WINDSTREAM.NET	704-333-1313

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 MAR 31 A 11:09

Case No.

Carolina Refrigeration Services, Inc.,)

Plaintiff,)

vs.)

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)

Defendants.)

BETH A. GARRIGL
CLERK OF COURT
LEXINGTON

LIS PENDENS

2011 MAR 31 526

YOU WILL TAKE NOTICE that the undersigned, as attorney for Carolina Refrigeration Services, Inc., has filed a Mechanic's Lien and contemporaneously herewith now will file in the Lexington Court of Common Pleas an action to foreclose a mechanic's lien against Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., Lisa M. Leitzsey and Branch Banking & Trust Company in the principal amount of \$16,100.00, together with interest and attorneys fees, in connection with improvements furnished and labor performed upon the following described real estate:

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence,

Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

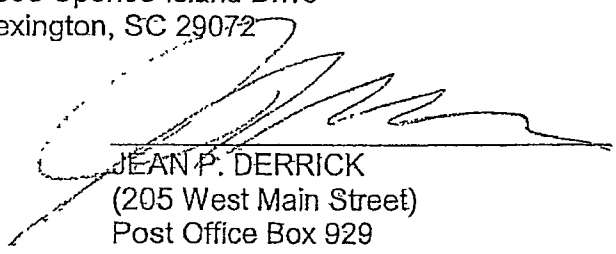
Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina
March 25, 2011

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

CAROLINA REFRIGERATION SERVICES, INC.

Plaintiff(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

vs.

CLAUDE L. LEITZSEY, SR., ET AL,

Defendant(s)

(Please Print)

Submitted By: Jean Derrick

Address: P. O. Box 929, Lexington, SC 29072

2011 APR -6 1:37

FILED

-CP-

SC Bar #: 4417

Telephone #: (803) 359-6189

Fax #: (803) 808-1657

Other:

E-mail: jderrick@windstream.net

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint. ☒ NON-JURY TRIAL demanded in complaint
- ☒ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
- ☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☒ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 -CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Libel (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☒ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Other (799)	Administrative Law/Relief ☐ Reinstate Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex/Other ☐ Environmental (600) ☐ Automobile Arb (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of-State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)		

Submitting Party Signature:

Date: April 6, 2011

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCP, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

**SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE
DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT**

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S C Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 APR -6 1:30 Case No.
Carolina Refrigeration Services, Inc.,

Plaintiff,

JEAN P. DERRICK
CLERK OF COURT
LEXINGTON, SC

vs

SUMMONS

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

2011CP3201369

TO. THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at her office at P.O. Box 929, 205 West Main Street, Lexington, South Carolina 29071, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, and judgment by default entered against you for the relief demanded in the Complaint.

JEAN P. DERRICK
Attorney for Plaintiff
Post Office Box 929
205 West Main Street (29072)
Lexington, South Carolina 29071
(803) 359-61819
Fax. (803) 808-1657
jderrick@windstream.net

Lexington, South Carolina
April 6, 2011

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS-
ELEVENTH JUDICIAL CIRCUIT

2011 APR -6 2 1:37
Case No.

Carolina Refrigeration Services, Inc.,)

Plaintiff,)

vs.)

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)

Defendants.)

COMPLAINT

2011CP3201369

Plaintiff above captioned appears and alleges as follows:

1. It is a duly incorporated company, with its principal place of business in Lexington County, South Carolina, and doing business therein.
2. Defendant individuals Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, are, upon information, citizens and residents of the State of South Carolina, County of Lexington.
3. Defendant Branch Banking & Trust Company is joined as a Defendant by virtue of a mortgage from Claude L. Leitzsey, Jr., Lisa M. Leitzsey, and Claude L. Leitzsey, Sr. recorded on June 25, 2010 in Book 14312 at Page 247, re-recorded on July 6, 2010 in Record Book 14330 at Page 78, and by virtue of said mortgage may claim an interest or lien upon the subject premises
4. On or about December 17, 2010 Plaintiff had an accepted bid with Defendants to construct improvements upon real estate titled in the name of Defendant Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey which real estate is

more completely described as follows

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

Property Address 1588 Spence Island Drive
Lexington, SC 29072

5. Plaintiff fully performed under its accepted bid and work was completed on or about January 15, 2011. At that time, Plaintiff was owed the sum of \$16,100.00 pursuant to the terms of the accepted bid for materials, supplies and labor furnished through January 15, 2011 for the benefit of Defendants, and for the improvement of the above described real estate.

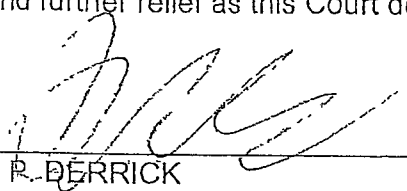
6. Defendants have thus far failed and refused to pay the sums due Plaintiff pursuant to the accepted bid, as well as interest and late fees accruing thereon.

7. Plaintiff filed and served a mechanic's lien and lis pendens on March 31, 2011, which contains a verified statement of account attesting that Plaintiff is owed by Defendants \$16,100.00; the mechanic's lien and lis pendens have been duly served upon all Defendants, but no payment has been forthcoming.

8. Plaintiff is informed and believes therefore that it has established a valid mechanic's lien upon the above described real estate, and it is entitled to foreclose said mechanic's lien, selling the real estate pursuant to judicial sale, and being reimbursed at that time for all sums of principle and interest, due pursuant to the terms of the accepted bid; Plaintiff is also informed and believes that it is entitled to an award of attorney's fees and costs pursuant to the mechanic's lien statutes of the State of South Carolina, Sections 29-5-10 et. seq., South Carolina Code of Laws, 1976.

WHEREFORE, Plaintiff would pray that this Court foreclose its mechanic's lien, order a judicial sale of the property, and award Plaintiff all principle and interest, including statutory interest due on its contract with Defendants, as well as all attorney's fees and

costs of this action, together with such other and further relief as this Court deems meet and proper.



JEAN R. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29071
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina

April 6, 2011

JEFF A. CARRIG
CLERK OF COURT
LEXINGTON, SC

2011 APR - 6 2 1:37

FILED

**CAROLINA REFRIGERATION
SERVICES INC.**
P.O. BOX 2013
LEXINGTON, SC. 29701

Service Invoice

Date	Invoice #
12/17/2010	C-1191

77-0057607

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 2972 TJN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR. LEXINGTON, SC. 2972

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
	M# FT4BE-030K S#FTD100501823 2 CONDENSER UNIT M# FTBE-048K S#FTD090601933		

		Invoice Subtotal	\$16,100.00
		Sales Tax (7.0%)	\$0.00
		Invoice Total	\$16,100.00
Fax #	Email	Payments/Credits	\$0.00
803-909-2844	CHIPS.CRS@WINDSTREAM.NET	Balance Due	\$16,100.00

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 MAR 31 A 11:09

Case No.

Carolina Refrigeration Services, Inc.,
Plaintiff,

RETHA GARRIG
CLERK OF COURT
LEXINGTON, SC

vs.

LIS PENDENS

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,
Defendants.

2011 MAR 31 526

YOU WILL TAKE NOTICE that the undersigned, as attorney for Carolina Refrigeration Services, Inc., has filed a Mechanic's Lien, and contemporaneously herewith now will file in the Lexington Court of Common Pleas an action to foreclose a mechanic's lien against Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., Lisa M. Leitzsey and Branch Banking & Trust Company in the principal amount of \$16,100.00, together with interest and attorneys fees, in connection with improvements furnished and labor performed upon the following described real estate:

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence,

Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

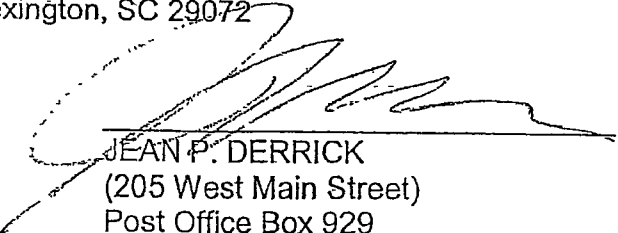
Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina
March 25, 2011

EXHIBIT 2

Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint

From: **Claude Leitzsey** (lexclaud@hotmai.com)

Sent Mon 4/18/11 8 02 AM

To Ken Ormand (ken@ormandlawfirm.com)

Cc Claude Leitzsey (lexclaud@hotmai.com), Lisa Leitzsey (leitzslp@hotmai.com)

2 attachments

Leitzsey_HVAC_Derrick.pdf (7.6 MB) , Leitzsey_Electrical_Baker.pdf (13.8 MB)

Ken,

Attached are 3 documents representing a new Civile Action to Answer Complaint from Bradley Baker / Grow Electric ..

Any updates on previous actions with Big Red or Carolina Refrigeration would be greatly appreciated

Thanks

Claude Leitzsey

803-403-4626

Lisa Leitzsey

803-403-4627

From: lexclaud@hotmai.com

To: ken@ormandlawfirm.com

CC: leitzslp@hotmai.com

Subject: Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint

Date: Thu, 7 Apr 2011 20:35:40 -0400

Ken,

Attached are 3 documents received on behalf of Carolina Refrigeration Services, Inc from Jean P. Derrick

The Mechanic's Lien and Lis Pendens were received together on April 1st (filed on 3/31/11).

The Civil Action - Summons was delivered to us on 4/7/11 (filed on 4/6/11)

From Mechanic's Lien to Summons in 7 days.

I noticed that Steve Baudo and Associates is not listed as a defendant. .?

Invoices enclosed are to Baudo and Associates Home Builders, Inc

Thanks

Claude Leitzsey

803-403-4626

Lisa Leitzsey

803-403-4627

Law Office of J. Bradley Baker, LLC

403 EAST MAIN STREET, SUITE E
LEXINGTON, SC 29072

J. BRADLEY BAKER
LYNN M. BAKER
WWW.JBRADLEYBAKERLAW.COM

TELEPHONE (803) 356-2800
FAX (803) 358-9402
E-MAIL: JBB@JBRADLEYBAKERLAW.COM
LYNN@JBRADLEYBAKERLAW.COM

April 11, 2011

Via Certified Mail 7010 1670 0000 3045 7726

Return Receipt Requested

Mrs. Lisa Leitzsey
1588 Spence Drive
Lexington, South Carolina 29072

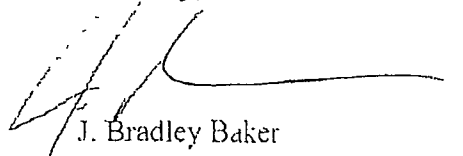
RE: Grow Electric, Inc. vs. Baudo & Associates Home Builders, Inc., et al.
C/A No.: 2011-CP-32-01203

Dear Mrs. Leitzsey:

Enclosed please find a copy of a Lis Pendens, Summons and Complaint with Exhibits which has been filed with the Lexington County Court of Common Pleas, which I herein serve upon you. Please note an Answer must be received in thirty (30) days from the date of service.

Please contact my office if you should have any questions.

Sincerely,



J. Bradley Baker

JBB/edd
Enclosure

cc: Client

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 MAR 28 P 2:30

Grow Electric, Inc.,

ETHEL A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Docket No: 2011-CP-32-_____

Plaintiff,

LIS PENDENS

v.

Baudo & Associates Home Builders,
Inc. and Claude L. Leitzsey, Sr.,
Claude L. Leitzsey, Jr., and Lisa M.
Leitzsey, Branch Banking and Trust
Company, Mortgage Electronic
Registration Systems, Inc "MERS",
Stock Building Supply, LLC f/k/a
Stock Building Supply, Inc., and Big
Red Enterprises, Inc.,

Defendants.

2011CP3201203

2011-LP-32 505

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending or is about to be commenced in this Court upon Complaint of the Plaintiff against the Defendants for the purpose of enforcing a certain mechanic's Lien heretofore filed and recorded in the Register of Deeds Office for Lexington-County in Book 14725 at Page 275 on February 14, 2011 against property described as follows:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acre, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719 at Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acre, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan I. Spence, Sr. And Kathryn C. Spence, Federal Energy Regulatory Commission Project 516 Option 785.314 and 683 in

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

Grow Electric, Inc.

IN THE COURT OF COMMON PLEAS
COPY

FILED

CIVIL ACTION COVERSHEET

Plaintiff(s)

2011-CP - 32-

vs.

2011 MAR 28 P 2:30

BBaudo & Associates Home Builders,
Inc. and Claude L. Leitzsey, Sr.,
Claude L. Leitzsey, Jr., and Lisa M.
Leitzsey, Branch Banking and Trust
Company, Mortgage Electronic
Registration Systems, Inc. "MERS",
Stock Building Supply, LLC f/k/a
Stock Building Supply, Inc., and Big Red
Enterprises, Inc.,

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2011CP3201203

Defendant(s)

(Please Print)

Submitted By: J. Bradley Baker, Esq.

Address: 403 E. Main Street, Suite E
Lexington, South Carolina 29073

SC Bar #: 8900

Telephone #: 803-356-2800

Fax #: 803-358-9402

Other:

E-mail: jbb@jbradleybakerlaw.com

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

**If Action is Judgment/Settlement do not complete*

- ☐ JURY TRIAL demanded in complaint ☒ NON-JURY TRIAL demanded in complaint
☐ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts	Torts - Professional Malpractice	Torts - Personal Injury	Real Property
☐ Constructions (100)	☐ Dental Malpractice (200)	☐ Assault/Slander/Label (300)	☐ Claim & Delivery (400)
☐ Debt Collection (110)	☐ Legal Malpractice (210)	☐ Conversion (310)	☐ Condemnation (410)
☐ Employment (120)	☐ Medical Malpractice (220)	☐ Motor Vehicle Accident (320)	☒ Foreclosure (420)
☐ General (130)	Previous Notice of Intent Case #	☐ Premises Liability (330)	☐ Mechanic's Lien (430)
☒ Breach of Contract (140)	20 -CP- -	☐ Products Liability (340)	☐ Partition (440)
☐ Other (199)	☐ Notice/ File Med Mal (230)	☐ Personal Injury (350)	☐ Possession (450)
	☐ Other (299)	☐ Wrongful Death (360)	☐ Building Code Violation (460)
		☐ Other (399)	☐ Other (499)
Inmate Petitions	Judgments/Settlements	Administrative Law/Relief	Appeals
☐ PCR (500)	☐ Death Settlement (700)	☐ Reinstate Driver's License (800)	☐ Arbitration (900)
☐ Mandamus (520)	☐ Foreign Judgment (710)	☐ Judicial Review (810)	☐ Magistrate-Civil (910)
☐ Habeas Corpus (530)	☐ Magistrate's Judgment (720)	☐ Relief (820)	☐ Magistrate-Criminal (920)
☐ Other (599)	☐ Minor Settlement (730)	☐ Permanent Injunction (830)	☐ Municipal (930)
	☐ Transcript Judgment (740)	☐ Forfeiture-Petition (840)	☐ Probate Court (940)
	☐ Lis Pendens (750)	☐ Forfeiture-Consent Order (850)	☐ SC DOG (950)
	☐ Transfer of Structured Settlement Payment Rights Application (760)	☐ Other (899)	☐ Workers Comp (960)
	☐ Other (799)		☐ Zoning Board (970)
			☐ Public Service Commission

☐ Other (699)

☐ Motion to Quash Subpoena in
an Out-of-County Action (660)

☐ Sexual Predator (510)

Submitting Party Signature: _____

Date: _____

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRCF, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Clarendon, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lee, Lexington, Pickens (Family Court Only), Richland, Sumter, Union, Williamsburg, and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE
DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT

You are required to take the following action(s).

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities,
 - g. Mortgage foreclosures, and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)

COUNTY OF LEXINGTON)

Grow Electric, Inc.,)

Plaintiff,)

v.)

Baudo & Associates Home Builders,)
Inc. and Claude L. Leitzsey, Sr.,)
Claude L. Leitzsey, Jr., and Lisa M.)
Leitzsey, Branch Banking and Trust)
Company, Mortgage Electronic)
Registration Systems, Inc. "MERS",)
Stock Building Supply, LLC f/k/a)
Stock Building Supply, Inc., and Big)
Red Enterprises, Inc.,)

Defendants.)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

COPY

FILED

Docket No: 2011-CP-32-_____

2011 MAR 28 P 2:30

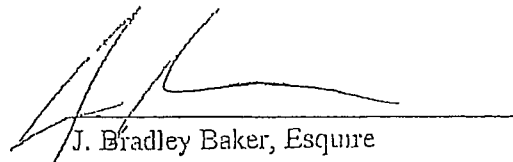
S U M M O N S

BETH A CARRIGG
CLERK OF COURT
LEXINGTON SC

2011CP3201203

TO: THE DEFENDANTS NAMED ABOVE:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the said Complaint on the attorney for the aforesaid Plaintiff, J. Bradley Baker, Esquire, 403 East Main Street, Suite E, Lexington, South Carolina, 29072, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, judgment by default will be rendered against you for the relief demanded in the Complaint


J. Bradley Baker, Esquire
403 East Main Street, Suite E
Lexington, South Carolina 29072
(803) 356-2800
(803) 358-9402 facsimile
jbb@jbradleybakerlaw.com
Attorney for Plaintiff

March 27, 2011
Lexington, South Carolina

COPY

STATE OF SOUTH CAROLINA FILED IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON ELEVENTH JUDICIAL CIRCUIT

2011 MAR 28 P 2:30

Grow Electric, Inc.,

EDITH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

Docket No. 2011-CP-32-_____

Plaintiff,

COMPLAINT
(Non-Jury)

v.

Baudo & Associates Home Builders, Inc. and Claude L. Leitzsey, Sr.,
Claude L. Leitzsey, Jr., and Lisa M. Leitzsey, Branch Banking and Trust Company, Mortgage Electronic Registration Systems, Inc. "MERS",
Stock Building Supply, LLC f/k/a
Stock Building Supply, Inc., and Big Red Enterprises, Inc.,

Defendants.

2011CP3201203

Plaintiff above named Complaining of the Defendants herem alleges that:

1. The Plaintiff is a South Carolina Corporation doing business in Lexington County, State of South Carolina,
2. Upon information and belief, Defendant Baudo and Associates Home Builders, Inc. (hereinafter referred to as "Baudo"), is a South Carolina Corporation with a principle place of business in Lexington County, State of South Carolina.
3. Upon information and belief, Defendant Claude L. Leitzsey, Sr., is a citizen and resident of Richland County, State of South Carolina.
4. Upon information and belief, Defendant Claude L. Leitzsey, Jr., is a citizen and resident of Lexington County, State of South Carolina.
5. Upon information and belief, Defendant Lisa M. Leitzsey, is a citizen and resident of Lexington County, State of South Carolina

6. The Defendant Branch Banking and Trust Company is, upon information and belief, a business organized and existing under the laws of the State of North Carolina, doing business in the State of South Carolina, and is named as a Defendant in this action by virtue of the Mortgage interest in the property recorded in the Lexington County Register of Deeds Office on June 25, 2010, in Book 14330 at Page 78.

7. The Defendant Mortgage Electronic Registration Systems, Inc. is, upon information and belief, a business organized and existing under the laws of the State of Delaware, doing business in the State of South Carolina, and is named as a Defendant in this action by virtue of the mortgage interest in the property recorded in the Lexington County Register of Deeds Office on June 25, 2010, in Book 14330 at Page 78.

8. The Defendant Stock Building Supply, LLC f/k/a Stock Building Supply, Inc (hereinafter referred to as "Stock") is, upon information and belief, a business organized and existing under the laws of the State of North Carolina, doing business in the State of South Carolina, and is named as a Defendant in this action by virtue of its Mechanic's Lien filed in the Lexington County Register of Deeds Office on January 21, 2011.

9. The Defendant Big Red Enterprises, Inc. (Hereinafter referred to as "Big Red") is, upon information and belief, a business organized and existing under the laws of the State of South Carolina, doing business in the State of South Carolina, and is named as a Defendant in this action by virtue of its Mechanic's Lien filed in the Lexington County Register of Deeds Office on January 5, 2011, in Book 14663 at Page 36, and the subsequent filing of an Amended Mechanic's Lien in the Lexington County Register of Deeds Office on January 20, 2011, in Book 14683 at Page 153

10. The real property subject to this action is owned by the individual Defendants, Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., and Lisa M. Leitzsey, and is located in Lexington County, State of South Carolina.

FOR A FIRST CAUSE OF ACTION
(Breach of Contract)

11. The Plaintiff reasserts and realleges each and every paragraph above as is set forth verbatim.

12. The individual Defendants, Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, are the owners of real property located at 1588 Spence Drive, Lexington County, State of South Carolina, (hereinafter referred to as the "Property") more particularly described as follows:

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acre, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719 at Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acre, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal energy Regulatory Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the Register of Deeds Office for Lexington County in Book 117 at Page 225

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 117 at Page 176 on January 20, 1976.

This being a portion of the property heretofore conveyed unto Allan J. Spence by Deed of Watergate Partnership, dated December 31, 1975 and recorded February 23, 1976 in the Office of the Register of Deeds for Lexington County in Book 117

at Page 227; thereafter, Allan J. Spence, Sr. Conveyed an undivided ½ interest unto Kathryn C. Spence by Deed recorded February 13, 1989 in said Office of Register Deeds in Book 1283 at Page 242.

TMS No. 002500-03-008

13. The Plaintiff is informed and believes that on or around June of 2010, the individual Defendants, Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, contracted with the Defendant Baudo for the construction of, and improvements to, a dwelling at the Property. The Plaintiff is further informed and believes individual Defendants, Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, are in possession of the contract.

14 The Plaintiff is informed and believes the contract terms provided Baudo would furnish all labor and material necessary to complete a dwelling at the Property.

15. The Plaintiff is informed and believes the Defendant Baudo entered into a sub-contract with the Plaintiff for a low voltage electrical installation for the Property. The sub-contract provided that the Plaintiff would provide labor and materials for the installation of low voltage electricity for the Defendant Baudo at the Property.

16. The sub-contract between the Plaintiff and Defendant Baudo further provided the Plaintiff would furnish all labor and materials necessary for the low voltage electrical installation.

17 The Plaintiff has fully and timely completed the low voltage electrical installation and has performed all of its obligations under the sub-contract between Plaintiff and Defendant Baudo

18 The individual Defendants have not paid the entire balance of the fee owed to the Plaintiff under the sub-contract between Plaintiff and Defendant Baudo. The unpaid balance is Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars.

19 The Plaintiff has made reasonable and proper demands to the Defendants for payment of the amount owed.

20. The Defendants have unreasonably failed and refused to pay the amount owed to the Plaintiff.

21. The Defendants' failure and refusal to pay the amount owed to the Plaintiff constitutes a breach of contract

22. As a direct and proximate result of the Defendants' breach of contract, the Plaintiff has been damaged in the following ways: incurred costs, lost money, lost use of money, incurred attorneys' fees and expenses and other damages, all to its actual damages.

23. The Plaintiff is entitled to an Order of this Court awarding it actual damages as set forth above.

FOR A SECOND CAUSE OF ACTION
(Quantum Meruit/Unjust Enrichment)

24. The Plaintiff reasserts and realleges each and every paragraph above as is set forth verbatim.

25. The Plaintiff furnished the labor and materials under the sub-contract with the knowledge, agreement, authorization and/or consent of the Defendants.

26. The labor and material were accepted, used and enjoyed by the Defendants. Further, the Defendants realized a benefit from the labor and materials provided.

27. The Plaintiff provided the labor and materials, for which it has not been paid, for the benefit of the Defendants to improve the Property.

28. The labor and materials provided to the Defendants, for which the Plaintiff has not been paid, have a reasonable and fair value of Twenty Nine Thousand Sixty One and 00/100 (\$29,061 00) Dollars

29. At the time the Plaintiff furnished the labor and materials for the benefit of the Defendants, it reasonable expected to be paid. The Defendants voluntarily accepted the benefit with the full knowledge and reason to know the Plaintiff expected to be paid

30. If the Plaintiff is not compensated for the reasonable value of the labor and materials it provided as set forth, the Defendants will be unjustly enriched.

31. The Defendants are liable to the Plaintiff in *quantum meruit* for the reasonable value of labor and materials provided for which the Plaintiff has not been paid, Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars, plus interest and attorneys' fees

FOR A THIRD CAUSE OF ACTIONS
(Foreclosure of Mechanic's Lien)

32. - The Plaintiff reasserts and realleges each and every paragraph above as is set forth verbatim.

33. On February 10, 2011, the Plaintiff filed with the Office of the Register of Deeds for Lexington County, State of South Carolina, and served upon the Defendants a Mechanic's Lien in the amount of Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars, on the Property. The Mechanic's Lien was filed in the Office of the Register of Deeds for Lexington County, State of South Carolina on February 14, 2011, in Book 14725, at Page 275. A copy of the Mechanic's Lien is attached and herein incorporated as Exhibit A.

34. The labor and materials provided by the Plaintiff, as set forth, were provided with the agreement, knowledge, and/or consent of the Defendants.

35. The amount due to the Plaintiff for the labor and materials provided is Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars.

36. The Plaintiff's Mechanics's Lien was filed and served within ninety (90) days of the last day the Plaintiff provided labor and materials for the Property.

37. Simultaneously, with the filing of this action, the Plaintiff has filed its Lis Pendens with the Clerk of Court for Lexington County. The Lis Pendens was filed, and this action commenced, within six (06) months of the last day the Plaintiff provided any labor and materials for the Property

38. The Plaintiff is entitled to an Order of Foreclosure on its Mechanic's Lien on the Property, requiring the Property be sold and the proceeds of the sale, after deducting all lawful charges and expenses, be applied for the satisfaction of the debt in the amount of Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars, pursuant to South Carolina Cod §29-5-10, *et. seq.*, together with interest, attorneys' fees and costs.

FOR A FOURTH CAUSE OF ACTION
(South Carolina Code §27-1-15)

39. The Plaintiff reasserts and realleges each and every paragraph above as is set forth verbatim,

40. On February 4, 2011, the Plaintiff sent a demand to the Defendant Baudo demanding payment of the Plaintiff's claim. A copy of the demand is attached and herein incorporated as Exhibit B.

41. The Defendants have unreasonable refused to pay the amount due and have further failed to comply with the statutory requirements of South Carolina §27-1-15.

42. The Plaintiff is entitled to recover the amount due, Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars, interest from the date of the demand for payment, attorneys' fees and cos pursuant to South Carolina §27-1-15.

WHEREFORE, the Plaintiff having complained of the Defendants asks that this Court award the following relief:

i. That the Plaintiff's lien amount, with interest and attorneys' fees and costs, be established, foreclosed upon the Defendants' property and the property be sold in order to satisfy the Plaintiff's lien;

ii For a Judgement against the Defendants for actual damages for breach of contract,

iii. For a Judgment for reasonable value of labor and materials provided to the Defendants,

iv. For costs and disbursements of this action; and

FILED

v. For such other relief as the Court deems fair and equitable.

2011 MAR 28 P 2:31

J. Bradley Baker, Esquire
403 East Main Street, Suite E
Lexington, South Carolina 29072
(803) 356-2800
(803) 358-9402 facsimile
Jbb@jbradleybakerlaw.com
Attorney for Plaintiff

BETH A CARRIGG
CLERK OF COURT
LEXINGTON SC

March, 23, 2011
Lexington, South Carolina

EXHIBIT A

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Grow Electric, Inc.,

2011 MAR 28 P 2:31

DETHA A. CARRIGG
CLERK OF COURT
LEXINGTON SC

2011005948 FILED, RECORDED, INDEXED
2011-02-14 11:52:24:322
REC FEE: \$11.00 ST FEE: \$0.00
CO FEE: \$0.00 Pages: 5
Lexington County R.O.D. Debra M. Gunter
MECHANICS LIEN Bk:Pg 14725:275

vs.

NOTICE OF MECHANIC'S LIEN

Baudo & Associates Home Builders, Inc. and
Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr.,
and Lisa M. Leitzsey,

BOOK _____ PAGE _____

Lienees.

NOTICE IS HEREBY GIVEN that the Lienees above-named are justly and duly indebted to the above-named Lienor in the amount of Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars as shown on Exhibit "A" attached hereto, together with pre-judgment interest, the costs of this action and a reasonable sum as attorney's fees, on account of materials which were furnished and actually used in the construction of improvements installed and built upon real estate known as 1588 Spence Drive, Lexington, Lexington County, South Carolina 29072, as described on Exhibit "A" attached hereto or as shall be further described; that these materials have been furnished pursuant to a contract between Baudo & Associates Home Builders, Inc., and Grow Electric, Inc., with the consent of Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, owners of the real property herein below described, that less than ninety (90) days have elapsed since the Lienor ceased to furnish such materials; that there is due and owing to the Lienor the sum of Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars together with pre-judgment interest, the costs of this action and a reasonable sum as attorney's fees, for which demand has been made but payment of which has been refused.

The property affected by this lien is described below as follows.

All that certain piece, parcel or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acre, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719 at Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acre, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. And Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal energy Regulatory Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the Register of Deeds Office for Lexington County in Book 117 at Page 225.

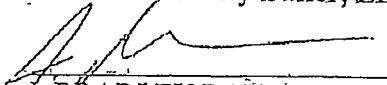
Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

This being a portion of the property heretofore conveyed unto Allan J. Spence by Deed of Watergate Partnership, dated December 31, 1975 and recorded February 23, 1976 in the Office of the Register of Deeds for Lexington County in Book 117 at Page 227; thereafter, Allan J. Spence, Sr. Conveyed an undivided 1/2 interest unto Kathryn C. Spence by Deed recorded February 13, 1989 in said Office of Register Deeds in Book 1283 at Page 242

Property Address: 1588 Spence Drive, Lexington, South Carolina 29072

Law Office of J. Bradley Baker, LLC

By



J. BRADLEY BAKER

403 East Main Street, Suite E

Lexington, South Carolina 29072

(803) (803) 356-2800

(803) 358-9402 - Facsimile

jbbr@jbradleybakerlaw.com

ATTORNEY FOR LIENOR

EXHIBIT "A"

FILED

2011 MAR 28 P 2:31

STATE OF SOUTH CAROLINA)

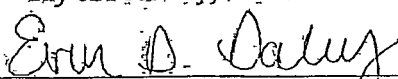
COUNTY OF LEXINGTON)

BETH A CARRIGG
AFFIDAVIT CLERK OF COURT
LEXINGTON SC

PERSONALLY APPEARED before me, Jeffrey M. Grow, who, being duly sworn, deposes and says that he is the owner of Grow Electric, Inc., the Lienor above named, and the foregoing Notice of Mechanic's Lien is a statement of a just and true account of the amount due to the Lienor, with all just credits given, for labor and materials furnished and described material and labor associated with installation of electrical system.


Jeffrey M. Grow

SWORN to before me this the
3rd day of February, 2011.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 09/10/2011

STATE OF SOUTH CAROLINA)

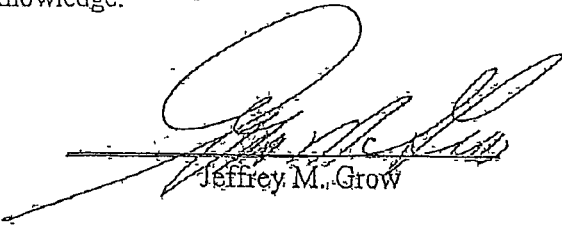
COUNTY OF LEXINGTON)

VERIFICATION

FILED

2011 MAR 28 P 2:31

PERSONALLY APPEARED before me Jeffrey M. Grow who being duly sworn deposes and says that deponent is the owner of Grow Electric, Inc. and is making this Verification on its behalf from deponent's personal knowledge and the knowledge of the business, that deponent has read the allegations in the foregoing Notice of Mechanic's Lien and the same are true of deponent's own knowledge.


Jeffrey M. Grow

SWORN to before me this the

3rd day of February, 2011.

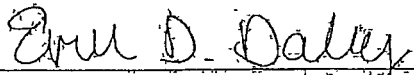

NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 09/10/2011

EXHIBIT B

Law Office of J. Bradley Baker, LLC

403 EAST MAIN STREET, SUITE E
LEXINGTON, SC 29072

J. BRADLEY BAKER
LYNN M BAKER
WWW.JBRADLEYBAKERLAW.COM

TELEPHONE (803) 356-2800
FAX (803) 358-9402
E-MAIL: JBB@JBRADLEYBAKERLAW.COM
LYNN@JBRADLEYBAKERLAW.COM

February 4, 2011

VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED

Mr. Steve Baudo
Baudo & Associates Home Builders, Inc.
309 Corley Manor Court
Lexington, South Carolina 29072

RE: Subcontract between Baudo & Associates Home Builders, Inc. and
Grow Electric, Inc. on Lot 6, Spence Point Subdivision, Property Address
of 1588 Spence Drive, Lexington, South Carolina 29072
Owner(s): Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M
Leitzsey

Dear Mr. Baudo:

This office has been retained to pursue collection of an amount due by Baudo & Associates Home Builders, Inc. to Grow Electric, Inc. on the above-mentioned contract. Specifically, the amount now due of \$29,061.00 on the aforesaid contract. Please be notified that pursuant to applicable South Carolina Law, including S.C. Code §27-1-15, we intend to pursue the collection of this account and all associated costs and reasonable attorney's fees incurred in connection therewith.

For your convenience I have attached a sworn statement from Jeffrey M. Grow of Grow Electric, Inc. Mr. Grow's statement supports our position that the product(s) and labor was ordered and authorized by Baudo & Associates Home Builders, Inc., delivered and performed by Grow Electric, Inc. and was used within the 1588 Spence Drive, Lexington, South Carolina location.

As well, please find enclosed a notice of claim/action on payment bond in connection with the aforesaid amount due on the above-mentioned contract. Please send a copy of the bond, or the name, address and telephone number of the bonding company, along with the bond number, for the bond issued in connection with such job within 5 days of the date of this letter.

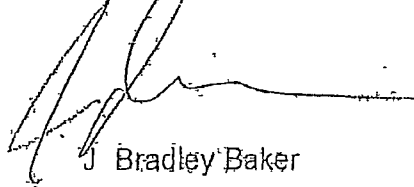
As well, Grow Electric, Inc. is in the process of filing a Notice of Mechanic's Lien in connection with this matter as well. Both you and the owner of said property will be

As well, Grow Electric, Inc is in the process of filing a Notice of Mechanic's Lien in connection with this matter as well. Both you and the owner of said property will be served with the same after it is filed. By copy of this letter I am notifying the owner of the real property, Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey with this communication

Please contact me if you have any questions

With kindest regards, I am

Sincerely,

A handwritten signature in black ink, appearing to read "J. Bradley Baker". The signature is stylized with a large, sweeping "J" and a long horizontal line extending to the right.

cc: Claude L. Leitzsey, Sr.
Claude L. Leitzsey, Jr.
Lisa M. Leitzsey

AFFIDAVIT OF JEFFREY M. GROW

PERSONALLY APPEARED BEFORE, a Notary Public, Jeffrey M. Grow, who
being duly sworn, states:

1. I am the owner of Grow Electric, Inc.

2. I was contacted by Mr. Steve Baudo of Baudo & Associates Home Builders, Inc. to complete a Electrical Quotation for a Low Voltage Electrical Installation for the real property located at 1588 Spence Drive, Lexington, South Carolina 29072

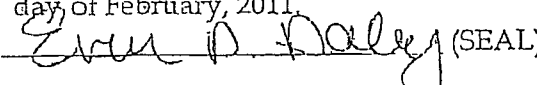
3. On or about June 1, 2010 an Electrical Quotation for a Low Voltage Electrical Installation for the real property located at 1588 Spence Drive, Lexington, South Carolina 29072 was completed and submitted by facsimile to Mr. Steve Baudo of Baudo & Associates Home Builders, Inc. The total contract price was Twenty One Thousand Seven Hundred and 00/100 (\$21,700.00) Dollars. Additional changes were requested, adding a total of Seven Thousand Three Hundred Sixty One and 00/100 (\$7,361.00) Dollars to the contract price, for a final total contract price of Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars

4. On or about September 20, 2010 Grow Electric, Inc. submitted Invoice No. G3557 to Mr. Steve Baudo of Baudo & Associates Home Builders, Inc. reflecting Sixty (60%) percent of the total contract price was due during the rough in portion of the contracted job. Invoice No. G3557 was for a total due of Seventeen Thousand Four Hundred Thirty Six and 60/100 (\$17,436.60) Dollars. Since that time, additional work has been completed. An invoice in the total amount now due of Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars has since been issued.

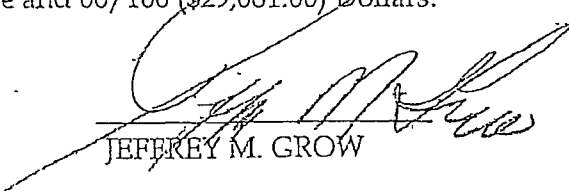
5. On or about January 27, 2011 Grow Electric, Inc. Completed the job at 1588 Spence Drive, Lexington, South Carolina 29072.

6. The total amount now due for the contracted work performed on the real property listed above is Twenty Nine Thousand Sixty One and 00/100 (\$29,061.00) Dollars.

Sworn to before me this 3rd
day of February, 2011.

 (SEAL)

Notary Public for South Carolina
My Commission Expires: 09/10/2011

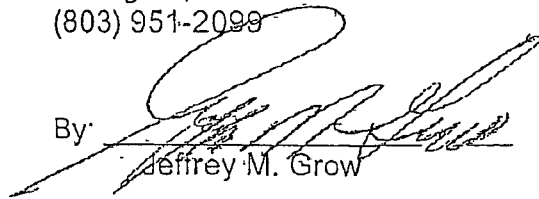

JEFFREY M. GROW

NOTICE OF CLAIM/ACTION ON PAYMENT BOND

NOTICE IS HEREBY GIVEN that Baudo & Associates Home Builders, Inc. and the payment bond issued by its bonding company, the identity of which is to be determined, in connection with the Leitzsey (Spence Point Subdivision) contract are justly and duly indebted to Grow Electric, Inc. in the amount of \$29,061 00 Dollars as shown on the Exhibit "A" attached hereto and incorporated by reference, together with the costs of this action, on account of materials described on Exhibit "A" which were furnished and actually used in the construction of improvements installed and built upon real property, located at 1588 Spence Drive in Lexington County, South Carolina; that the materials have been furnished pursuant to a contract between Baudo & Associates Home Builders, Inc. and Grow Electric, Inc. with the consent of the owners of the property herein below described, Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey; that less than ninety (90) days have elapsed since Grow Electric, Inc. last provided materials on such project; to wit, Grow Electric, Inc. first furnished such labor and materials on or about September 20, 2010, and last furnished such materials on or about January 27, 2011; that there is due and owing to Grow Electric, Inc. the sum of \$29,061 00 together with the costs of this action, for which demand has been made but payment of which has been refused, that Exhibit "A" attached hereto is a true statement of the amount owed as of the date of January 27, 2011 after all due credits are given; that claim is hereby made on such bond and suit shall be commenced against such payment bond within the time period allowed by law if such claim is not honored.

Grow Electric, Inc.
1600 Whiteford Way
Lexington, South Carolina 29072
(803) 951-2099

By



Jeffrey M. Grow

Lexington, South Carolina
February 3, 2011

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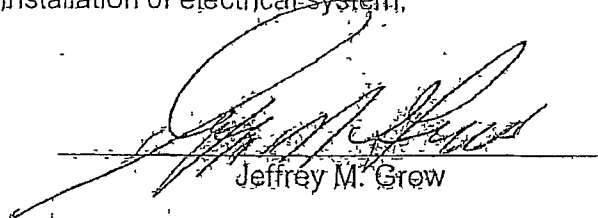
EXHIBIT "A"

BETH A. CARRIGG
CLERK OF COURT
LEXINGTON SC

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

AFFIDAVIT

PERSONALLY APPEARED before me, Jeffrey M. Grow, who, being duly sworn, deposes and says that he is an agent of Grow Electric, Inc., the Lienor above named, and the foregoing Notice of Mechanic's Lien is a statement of a just and true account of the amount due to the Lienor, with all just credits given, for materials furnished and materials and labor associated with installation of electrical system.


Jeffrey M. Grow

SWORN to before me this the

3rd day of February, 2011.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES: 09/10/2011

COPY

FILED

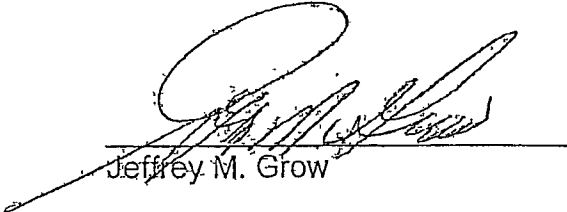
STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

2011 MAR 28 2:31

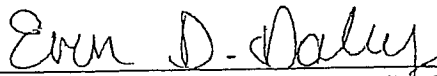
VERIFICATION
BETH A CARRIGG
CLERK OF COURT
LEXINGTON SC

PERSONALLY APPEARED before me Jeffrey M. Grow, who being duly sworn, deposes and says that deponent is the Owner of Grow Electric, Inc. and has authority to act on its behalf and is making this Verification on its behalf from deponent's personal knowledge and the knowledge of the business; that deponent has read the allegations in the foregoing Notice of Claim/Action on Bond and Exhibit "A" thereto and the same are true of deponent's own knowledge.


Jeffrey M. Grow

SWORN to before me this the

3rd day of February, 2011.


NOTARY PUBLIC FOR SOUTH CAROLINA
MY COMMISSION EXPIRES 09/10/2011

2011CP3201203

COPY

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.

Plaintiff,

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

Case No.

MECHANIC'S LIEN

TO: CLAUDE L. LEITZSEY, SR., CLAUDE L. LEITZSEY, JR., LISA M. LEITZSEY AND
BRANCH BANKING & TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that Carolina Refrigeration Services, Inc., has
furnished materials, supplies and labor pursuant to an accepted bid between Carolina
Refrigeration Services, Inc. and Claude L. Leitzsey, R., Claude L. Leitzsey, Jr. and Lisa M.
Leitzsey for improvements to property owned by Claude L. Leitzsey, R., Claude L. Leitzsey,
Jr. and Lisa M. Leitzsey.

YOU ARE FURTHER NOTIFIED that materials, supplies, and labor were furnished
from December 17, 2010 through January 15, 2011, as the attached Statement of Account
reflects; that said attached statement by reference is made a part of hereof. The total sum
due is \$16,100.00.

The premises improved by labor and materials furnished by Carolina Refrigeration
Services, Inc., are more completely described as follows:

All that certain piece, parcel, or lot of land, with any improvements
thereon, situate, lying and being in the County of Lexington, State of
South Carolina, on the waters of Lake Murray, and being more

particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.,

Case No.

Plaintiff,

BETH A. CARRIG
CLERK OF COURT
LEXINGTON

STATEMENT OF ACCOUNT

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

PERSONALLY APPEARED before me Chris Hutnyak who, being duly sworn, deposes
and says:

1. Pursuant to an accepted bid, Carolina Refrigeration Services, Inc. furnished materials,
supplies and labor for improvements to property owned by Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr. and Lisa M. Leitzsey. There remains due and owing, for all labor, supplies and
materials furnished under that bid, the total principal sum of \$16,100.00 All just credits have
been allowed on this amount, and this is the net sum due and owing.

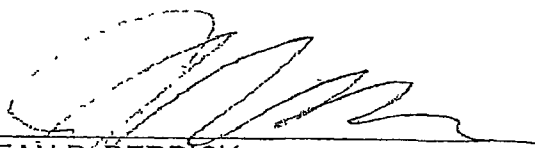
2. Said materials, supplies and labor were furnished beginning December 17, 2010
through January 15, 2011.

Chris Hutnyak
President, Carolina Refrigeration Services, Inc.

SWORN TO before me this
31 day of March, 2011

Attest: *[Signature]*
Notary Public for South Carolina
My Commission Expires: 11-13-13

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657

Attorney for Plaintiff

Lexington, South Carolina

March 25, 2011

**CAROLINA REFRIGERATION
SERVICES INC.
P.O. BOX 2013
LEXINGTON, SC. 29701**

Service Invoice

Date	Invoice #
12/17/2010	C-1191

877-816-2467

Bill to:
BAUDO & ASSOCIATES HOME
BUILDERS INC.
309 CORLEY MANOR COURT
LEXINGTON, SC. 2972
TIN# 57-1182299
RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY
1588 SPENCE ISLAND DR.
LEXINGTON, SC. 2972

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
1	HVAC INSTALLATION MATERIALS AND LABOR SERVICES 1. ROUGH IN THE ENTIRE HVAC PLAN FOR THE SUPPLY AND RETURN AIR VENT LOCATION. 2. MEET WITH HOME OWNER TO DISCUSS LAYOUT AND TO INPUT ON JOB. 3. INSTALL ENTIRE DUCTWORK SYSTEM THROUGHOUT THE HOUSE. 4. SET IN PLACE ALL AIR HANDLER UNITS WITH ZONE DAMPERS. 5. RUN REFRIGERANT LINE SET FROM ATTIC TO THE CONDENSERS. 6. INSTALL ALL CEILING VENTS AND WALL REGISTERS. 7. INSTALL PROGRAMMABLE THERMOSTATS FOR BOTH UP AND DOWNSTAIRS UNITS. 8. SET AND CONNECT ALL REFRIGERATION LINES. PRESSURIZE SYSTEM AND CHECK FOR LEAKS, EVACUATE LINES AND INSTALL REFRIGERANT CHARGE. UNIT MODEL AND SERIAL NUMBER INFORMATION: 1. AIR HANDLER: M# B4VM-X30K-B R410A VARIABLE SPEED AIR HANDLER S#B4D091203070 2. AIR HANDLER: M# B4VM-X48K-C R410A VARIABLE SPEED AIR HANDLER S#B4D100607154 1. CONDENSER UNIT:	16,100.00	16,100.00

	Invoice Subtotal
	Sales Tax (7.0%)
	Invoice Total
	Payments/Credits

**CAROLINA REFRIGERATION
SERVICES INC.
P.O. BOX 2013
LEXINGTON, SC. 29701**

Service Invoice

Date	Invoice #
12/17/2010	C-1191

1-17-09-7607

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC 309 CORLEY MANOR COURT LEXINGTON, SC. 2972 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR LEXINGTON, SC. 2972

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
	M# FT4BE-030K S#FTD100501823 2 CONDENSER UNIT M# FTBE-048K S#FTD090601993		

		Invoice Subtotal	\$16,100.00
		Sales Tax 7.0%	\$0.00
		Invoice Total	\$16,100.00
Far #	E-mail	Payments/Credits	\$0.00
803-909-2844	CHRS.CRS@WINDSTREAM.NET	Balance Due	\$16,100.00

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 MAR 31 A 11:59

Case No.

Carolina Refrigeration Services, Inc.,)
)
Plaintiff,)

DETHA A. GARRICK
CLERK OF COURT
LEXINGTON, SC

vs.)

LIS PENDENS

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)
)
Defendants.)

2011 MAR 31 526

YOU WILL TAKE NOTICE that the undersigned, as attorney for Carolina Refrigeration Services, Inc. has filed a Mechanic's Lien and contemporaneously herewith now will file in the Lexington Court of Common Pleas an action to foreclose a mechanic's lien against Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., Lisa M. Leitzsey and Branch Banking & Trust Company in the principal amount of \$16,100.00, together with interest and attorneys fees, in connection with improvements furnished and labor performed upon the following described real estate:

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence,

Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

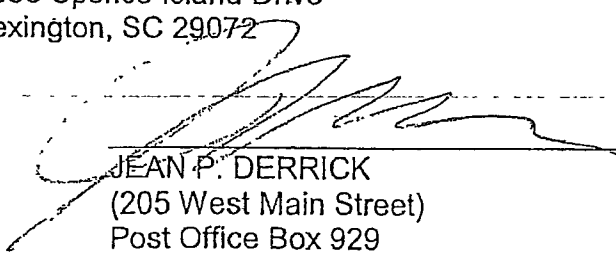
Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina
March 25, 2011

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

CAROLINA REFRIGERATION SERVICES, INC.

Plaintiff(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

FILED

-CP-

VS.

2011 APR -6 P 1:37

CLAUDE L. LEITZSEY, SR., ET AL,

Defendant(s)

(Please Print)

Submitted By: Jean Derrick

Address: P. O. Box 929, Lexington, SC 29072

SC Bar #: 4417

Telephone #: (803) 359-6189

Fax #: (803) 808-1657

Other:

E-mail: jderrick@windstream.net

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

☐ JURY TRIAL demanded in complaint.

☒ NON-JURY TRIAL demanded in complaint.

☒ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules.

☐ This case is exempt from ADR. (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts

- ☒ Construction (100)
- ☐ Debt Collection (110)
- ☐ Employment (120)
- ☐ General (130)
- ☐ Breach of Contract (140)
- ☐ Other (199)

Torts - Professional Malpractice

- ☐ Dental Malpractice (200)
- ☐ Legal Malpractice (210)
- ☐ Medical Malpractice (220)
- Previous Notice of Intent Case #
20 -CP-
- ☐ Notice/ File Med Mal (230)
- ☐ Other (299)

Torts - Personal Injury

- ☐ Assault/Slander/Label (300)
- ☐ Conversion (310)
- ☐ Motor Vehicle Accident (320)
- ☐ Premises Liability (330)
- ☐ Products Liability (340)
- ☐ Personal Injury (350)
- ☐ Wrongful Death (360)
- ☐ Other (399)

Real Property

- ☐ Claim & Delivery (400)
- ☐ Condemnation (410)
- ☐ Foreclosure (420)
- ☒ Mechanic's Lien (430)
- ☐ Partition (440)
- ☐ Possession (450)
- ☐ Building Code Violation (460)
- ☐ Other (499)

Inmate Petitions

- ☐ PCR (500)
- ☐ Mandamus (520)
- ☐ Habeas Corpus (530)
- ☐ Other (599)

Judgments/Settlements

- ☐ Death Settlement (700)
- ☐ Foreign Judgment (710)
- ☐ Magistrate's Judgment (720)
- ☐ Minor Settlement (730)
- ☐ Transcript Judgment (740)
- ☐ Lis Pendens (750)
- ☐ Transfer of Structured Settlement Payment Rights Application (760)
- ☐ Other (799)

Administrative Law/Relief

- ☐ Reinstate Driver's License (800)
- ☐ Judicial Review (810)
- ☐ Relief (820)
- ☐ Permanent Injunction (830)
- ☐ Forfeiture-Petition (840)
- ☐ Forfeiture-Consent Order (850)
- ☐ Other (899)

Appeals

- ☐ Arbitration (900)
- ☐ Magistrate-Civil (910)
- ☐ Magistrate-Criminal (920)
- ☐ Municipal (930)
- ☐ Probate Court (940)
- ☐ SCDOT (950)
- ☐ Worker's Comp (960)
- ☐ Zoning Board (970)
- ☐ Public Service Commission (990)
- ☐ Employment Security Comm (991)
- ☐ Other (999)

Special/Complex/Other

- ☐ Environmental (600)
- ☐ Automobile Arb (610)
- ☐ Medical (620)
- ☐ Other (699)
- ☐ Pharmaceuticals (630)
- ☐ Unfair Trade Practices (640)
- ☐ Out-of-State Depositions (650)
- ☐ Motion to Quash Subpoena in an Out-of-County Action (660)
- ☐ Sexual Predator (510)

Submitting Party Signature:

Date: April 6, 2011

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE DISPUTE RESOLUTION PROCESS, UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief;
 - c. Appeals
 - d. Post Conviction relief matters;
 - e. Contempt of Court proceedings;
 - f. Forfeiture proceedings brought by governmental entities;
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

FILED

2011 APR -6 1:30 Case No.
Carolina Refrigeration Services, Inc.,

Plaintiff,

JOHN A. CARRIE
CLERK OF COURT
LEXINGTON, SC

vs.

SUMMONS

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

2011CP3207369

TO: THE DEFENDANT ABOVE-NAMED:

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at her office at P O. Box 929, 205 West Main Street, Lexington, South Carolina 29071, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, and judgment by default entered against you for the relief demanded in the Complaint.

JEAN P. DERRICK

Attorney for Plaintiff
Post Office Box 929
205 West Main Street (29072)
Lexington, South Carolina 29071
(803) 359-61819
Fax: (803) 808-1657
jderrick@windstream.net

Lexington, South Carolina
April 6, 2011

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 APR -6 P 1:37
Case No.

Carolina Refrigeration Services, Inc.,

Plaintiff,

LETHA GARRIGS
CLERK OF COURT
LEXINGTON SC

vs.

COMPLAINT

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

2011CP3201369

Plaintiff above captioned appears and alleges as follows:

1. It is a duly incorporated company, with its principal place of business in Lexington County, South Carolina, and doing business therein.

2. Defendant individuals Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, are, upon information, citizens and residents of the State of South Carolina, County of Lexington.

3. Defendant Branch Banking & Trust Company is joined as a Defendant by virtue of a mortgage from Claude L. Leitzsey, Jr., Lisa M. Leitzsey, and Claude L. Leitzsey, Sr. recorded on June 25, 2010 in Book 14312 at Page 247, re-recorded on July 6, 2010 in Record Book 14330 at Page 78, and by virtue of said mortgage may claim an interest or lien upon the subject premises.

4. On or about December 17, 2010 Plaintiff had an accepted bid with Defendants to construct improvements upon real estate titled in the name of Defendant Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey which real estate is

more completely described as follows

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73

TMS#: 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072

5. Plaintiff fully performed under its accepted bid and work was completed on or about January 15, 2011. At that time, Plaintiff was owed the sum of \$16,100.00 pursuant to the terms of the accepted bid for materials, supplies and labor furnished through January 15, 2011 for the benefit of Defendants, and for the improvement of the above described real estate.

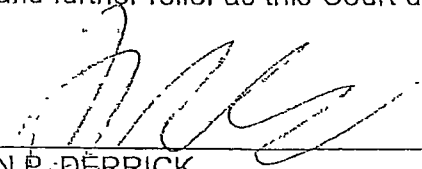
6. Defendants have thus far failed and refused to pay the sums due Plaintiff pursuant to the accepted bid, as well as interest and late fees accruing thereon.

7. Plaintiff filed and served a mechanic's lien and lis pendens on March 31, 2011, which contains a verified statement of account attesting that Plaintiff is owed by Defendants \$16,100.00; the mechanic's lien and lis pendens have been duly served upon all Defendants, but no payment has been forthcoming.

8. Plaintiff is informed and believes therefore that it has established a valid mechanic's lien upon the above described real estate, and it is entitled to foreclose said mechanic's lien, selling the real estate pursuant to judicial sale, and being reimbursed at that time for all sums of principle and interest, due pursuant to the terms of the accepted bid; Plaintiff is also informed and believes that it is entitled to an award of attorney's fees and costs pursuant to the mechanic's lien statutes of the State of South Carolina, Sections 29-5-10 et. seq., South Carolina Code of Laws, 1976.

WHEREFORE, Plaintiff would pray that this Court foreclose its mechanic's lien, order a judicial sale of the property, and award Plaintiff all principle and interest, including statutory interest due on its contract with Defendants, as well as all attorney's fees and

costs of this action, together with such other and further relief as this Court deems meet and proper.



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29071
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina

April 9, 2011

2011 APR -6 2 1:37
JEROME A. CARRIGU
CLERK OF COURT
LEXINGTON SC

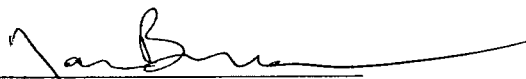
FILED

AFFIDAVIT

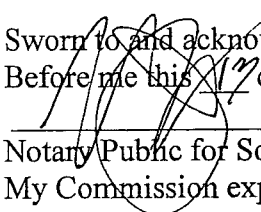
PERSONALLY APPEARED BEFORE ME, Ryan Brown, who first being dully sworn says as follows:

1. I am the sole stockholder of Net Tech, LLC. a computer consulting and service firm located in Columbia, South Carolina.
2. I have personally been providing computer technical support and services for over 15 years.
3. Net Tech, LLC's clients include the US Department of Housing and Urban Development, US District Court, the Columbia office of the Social Security Administration and numerous businesses and professional offices in the Columbia area.
4. At the request of Attorney Gerald D. Jowers, I came to his office at 1802 Sumter Street, Columbia, SC on December 7, 2011 and accessed the Hot Mail account of Claude Leitzsey, Jr. Mr. Jowers provided the screen name for the account and Mr. Jowers inputed the password.
5. Hotmail is a web-based email service. This means that the storage for emails sent through Hotmail are stored on the computer servers of Hotmail at various places around the world and not on the computers of the users of Hotmail such as Mr. Leitzsey.
6. I was asked to locate emails sent by Mr. Leitzsey to Attorney Kenneth E. Ormand on April 7, 2011 and on April 18, 2011.
7. After accessing Mr. Leitzsey's Hotmail account, I used the Hotmail search function to scan the "sent" folder that hold the emails that were initiated and sent from the account. I found these emails. I also reviewed the "sent" folder in sequential order and found this emails in the proper sequential order for those dates.
8. The April 7, 2011 email contained one attachments containing 7.6 MB of data. The email was dated by the Hotmail server computer with the date "April 7, 2011." I printed this email and the attachment and these are attached hereto as Exhibit 1. On the copy of the email, I have drawn a circle around the date that is added by the Hotmail server.
9. The April 18, 2011 email sent to Mr. Ormand contains two attachments containing 7.6 MB and 13 8 MB of data. I printed this email and the attachments and these are attached hereto as Exhibit 2. On the copy of the email, I have drawn a circle around the date that is added by the Hotmail server computer.

10. The dates added to these emails by the Hotmail server cannot be altered by a Mr. Leitzsey or any user of Hotmail. Only the persons in control of the Hotmail server computer can alter a date.
11. I also reviewed the "Inbox" and "Trash" folders of Mr. Leitzsey's Hotmail account for non-delivery notices of these two emails and I did not find any.
12. Based on my examination, these emails were without a doubt sent by Mr. Leitzsey to Mr. Ormand's email server for his internet domain. There are multiple reasons why the emails may not have been delivered to the "inbox" on Mr. Ormand's computer. Non-delivery of email is a fact of electronic mail and the possible explanations are speculative but not necessarily anyone's fault.



Ryan Brown


Sworn to and acknowledged
Before me this 17 day of January, 2012.

Notary Public for South Carolina
My Commission expires: 7/21/21

ORIGINAL

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

GROW ELECTRIC, INC.,)
Plaintiff,)

C/A No. 2011-CP-32-01203

vs.)

ORDER

BAUDO & ASSOCIATES HOME)
BUILDERS, INC., ET AL.,)
Defendants.)

FILED
2012 JAN 25 P 2:55
CLERK OF COURT
LEXINGTON

The plaintiff seeks an order declaring the defendant Lisa M. Leitzsey to be in default. The court declines to enter the order and finds that she should be relieved from any default.

WPC
#1

This is an action to foreclose on a mechanic's lien arising from the plaintiff's work as a subcontractor on a home constructed for the defendant. It appears to be undisputed that the general contractor did not pay various subcontractors causing Mrs. Leitzsey to become the defendant in various claims and lawsuits. Mrs. Leitzsey and her husband had an attorney, Mr. Ormand, who was assisting them in defending these claims and cases. They maintain, among other things, that they paid the general contractor, who quit the job, and that they had to expend an additional \$80,000 to complete their home.

The plaintiff performed electrical work on the construction project. A mechanic's lien was filed when the plaintiff was not paid, and this lawsuit was commenced to foreclose on that lien. Mrs. Leitzsey was served with the lawsuit on April 16, 2011. There is a question about the propriety of the service, since restricted delivery was not used; but, for the purposes of this motion, the court assumes that Mrs. Leitzsey was

served, based on the responses to requests to admit. No Answer was filed or served within 30 days thereafter. On May 20, 2011, the plaintiff filed an affidavit of default. The court does not see any order issued by a judge or notation by the Clerk of Court that the defendant Lisa M. Leitzsey was declared to be in default.

On June 17, 2011, an Answer was filed. The motion currently before the court was filed on September 16, 2011.

It is the contention of Mrs. Leitzsey that the pleadings were forwarded to attorney Ormand by email, using a PDF attachment to convey them to Mr. Ormand. Mr. Ormand did not receive them. It is undisputed that Mrs. Leitzsey did not contact Mr. Ormand during the 30-day period to see if the email was received or to check on the status of this case. Mr. Ormand was defending her and her husband on several matters at the time.

Apparently, the discovery of the failure to file responsive pleadings within 30 days was triggered when Mrs. Leitzsey's husband contacted Mr. Ormand by email on May 21, 2011, and mentioned another case, which Mr. Ormand knew about, as well as two cases: this case and one from another subcontractor. When Mr. Ormand realized that the Grow Electric case was mentioned and that he did not know about this case, he attempted to contact the Leitzseys, who were on vacation. They arranged a meeting on June 13. On June 20, 2011, the present attorney, Mr. Jowers, and Mr. Ormand filed an Answer on behalf of the Leitzseys, which was dated June 16.

This same issue arose in a different suit involving another subcontractor, and the motion was heard by Judge McMahon. According to the attorneys, Judge McMahon held the defendant in default in that case; but, his ruling is subject to a motion for reconsideration. It appears to the court that, since Judge McMahon conducted his

hearing, Mrs. Leitzsey has engaged the services of a computer expert, who has filed an affidavit attesting to the fact that the “lost” email was sent to Mr. Ormond on April 18, 2011, at 8.02 a.m. A copy of the email and the attachments have been retrieved and filed as part of the affidavit. Further, a computer expert has also examined the email account of Attorney Ormand, and he has submitted an affidavit reflecting that the email was not received by the attorney.

It is the plaintiff’s contention that the defendant had a responsibility to check with her attorney to verify that he received the email and the attachments in a timely fashion. The court’s understanding is that it is to liberally construe these situations so as to allow the matters to be litigated.

WP #3
Communication by email is a commonplace occurrence in the legal profession and in business. It certainly is not foolproof; nor, is regular mail. However, it is relied upon by courts to provide notices of hearings and to communicate important information. Here, it is understandable that a homeowner (who has received various lawsuits, communicated about them using email to her attorney, and previously obtained timely action from her attorney) would assume that the attorney received and acted upon the Summons and Complaint that were emailed to him. The Answer was filed promptly after discovery of the lost email and less than a month after the initial deadline. The mechanic’s lien had been filed previously, and that matter was not neglected. Here, the lawsuit was received by Mrs. Leitzsey on April 16 (which was a Saturday) and forwarded to her attorney on Monday, April 18.

The court does not find any demonstration of inexcusable neglect on the part of Mrs. Leitzsey. Rather, she appears to have been reasonably diligent in her actions. Had

there been only one legal matter pending, perhaps she would have been expected to follow up more quickly. However, the context of the service of process in this case was such that there were several matters ongoing, all of which involved the same general factual scenario. Her attorney was familiar with the situation. She had entrusted these matters concerning the dispute over the construction of her house to her attorney over a course of several months, and he appears to have always acted to protect her interests. Therefore, it is logical that she would presume that he would receive the email and file an Answer, since he would merely be dealing with the same issues again.

Under any standard¹, it appears that it would be inequitable to hold Mrs. Leitzsey in default in this case. Any neglect in contacting her attorney was clearly excusable, in the court's view. The cause of the delay is that the emailed communication is somehow stranded out in cyberspace, through no fault of anyone under the defendant's direction or control. A guess as to why the email did not go through or get kicked back has been advanced – that being that the attached files were too large. In the court's experience, they are not of such a nature that one should anticipate a problem, however.

WPA #4

¹ The standard for setting aside an entry of default is good cause under Rule 55, SCRCP. That standard is a lesser one than relief from a default judgment under Rule 60, SCRCP.

The notes following Rule 55 include the following notations:

In deciding whether good cause exists to set aside an entry of default, the trial court should consider the following factors: (1) the timing of the defendant's motion for relief, (2) whether the defendant has a meritorious defense, and (3) the degree of prejudice to the plaintiff if relief is granted. Rules Civ Proc, Rule 55(c). *Stark Truss Co., Inc v Superior Const Corp.* (S C App. 2004) 360 S C 503, 602 S E 2d 99.

In reviewing the trial court's exercise of discretion concerning whether to set aside default, the issue before the appellate court is not whether it believes good cause existed to set aside the default, but rather, whether the trial judge's determination is supportable by the evidence and not controlled by an error of law. *Stark Truss Co., Inc v Superior Const Corp* (S C.App. 2004) 360 S.C. 503, 602 S.E.2d 99.

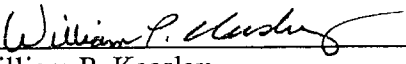
Moreover, in *Dixon v Besco Engineering, Inc.*, 320 S C 174, 463 S.E.2d 636, the court stated that Rule 55(c), SCRCP is to be liberally construed to promote justice and dispose of cases on the merits. The decision to relieve a party from entry of default is in the trial court's discretion.

In short, the court finds that Mrs. Leitzsey acted reasonably and appropriately in response to receiving the Summons and Complaint. Her attorney did, as well; and, he acted in a professional and timely fashion upon recognizing that there may be a problem. The entire delay was less than a month. There has been no demonstration of any substantial prejudice that was suffered by the plaintiff by receiving the Answer less than a month after it was due. Finally, denying Mrs. Leitzsey the opportunity to defend this case appears unjustified and inequitable. She appears to have meritorious defenses, including the assertion that she paid the general contractor in full and was not properly put on notice of this subcontractor's lien in such a fashion that she is personally liable to the plaintiff.

#5
THEREFORE, IT IS ORDERED that the motion to declare the defendant, Lisa M. Leitzsey, to be in default and to enter a default judgment against her is denied. The case should proceed with the Answer being considered as though it were filed in a timely fashion.

AND IT IS SO ORDERED.

January 19, 2012



William P. Keesley
Circuit Judge

2012 JUN 19 P 2 14 WILLIAM D. BOLING

COUNTY OF LEXINGTON

LETHA CARRIE
CLERK OF COURT
LEXINGTON

2011-CP-32-1369

The undersigned being first duly sworn deposes and says:

My Name is William D. Boling. I am currently a Senior Network Engineer employed by Technesis Technology Solutions in West Columbia SC. I have been employed and have worked consistently in an IT (Information Technology) capacity since 1987, particularly in networking disciplines. My job descriptions range from network configuration and troubleshooting to root cause analysis of operating systems, hardware and mail transport systems. The following facts are known.

I. Ormand Inspection

On March 7, 2012 Jean Derrick and I went to Attorney Ken Ormand's office. The purpose of this visit was to inspect the receiving Exchange email server upon which Mr. Ormand receives his professional email on. Upon arrival I was told that the original email server that was in service when this event at issue was no longer in service and had been replaced. I was provided unrestricted access to the original server for inspection purposes. Upon close inspection of the server I made the following observations.

- 1) The Exchange email server at the time it was in service did not have any 3rd party vendor applications to sense or filter inbound/outbound emails for spam or virus content installed either locally or a subscription to an external service that would perform the same function. An inspection of Mr. Ormand's MX records registered with Time Warner shows his Exchange server is internet facing and has no entity in place to intercept inbound or out bound email traffic on his behalf, to perform close inspections and deter or prevent delivery based on virus or spam payload. It would receive any and all emails regardless of its origin (from any server attempting to deliver) or content. If emails destined to Mr. Ormand's email address were sent to his server it would not refuse or prevent delivery to any of the email addresses covered under Mr. Ormand's email system.
- 2) Mr. Ormand's Exchange server was not configured to inspect and verify inbound email addresses as valid prior to accepting delivery thru a commonly configured security feature of Microsoft Exchange called SMTP Tarpitting. This feature places a delay of the email processing of inbound emails in order to prevent the server from being overrun by external email servers trying to cause damage by sending large quantities of spam. Inbound emails destined to Mr. Ormand's mailbox would have been validated and accepted or rejected based upon the comparison of his Active directory user database. This feature was available to the Ormand server but not configured.
- 3) There was no intermediate spam or virus appliance in place between the Ormand Exchange server and the internet to perform inspection to inbound or outbound email traffic.

- 4) There were no inbound or outbound restrictions configured for email attachments relative to file size for any emails accepted. All attachment types were accepted.
- 5) Since the security feature discussed above in paragraph 2 was not configured on Mr. Ormand's server NDR (Non Delivery Report) replies from Mr. Ormand's Exchange server would go out to any and all email servers attempting to deliver to non-existent or invalid addresses.
- 6) The inspection of email syslog files for times prior to or after April 7, 2011, do not show any inbound email processed from Microsoft Hotmail server's in which any NDR's were created. No email was rejected or refused.

Conclusion:

Mr. Ormand's Exchange server, in service during the month of April in 2011, was found to be functional but not securely configured. There were no viable reasons it would reject or fail to deliver any properly addressed email to Mr. Ken Ormand's mailbox.

II. Leitzsey Inspection

On April 3, 2012 at Attorney Gerald Jower's office I was permitted to inspect Mr. Leitzsey's laptop computer. Nothing of significance was found. Mr. Leitzsey was not able to produce the pdf documents in file form that he claims he sent from the laptop. (The pdf documents being the lien and complaint of Carolina Refrigeration) (Leitzsey affidavit of 7/28/2011 paragraph 13) The hard drive for the laptop was searched but the files were not found. He indicated that they may reside on his flash drive. That too was searched but the files were never found. Mr. Leitzsey conceded he did not know where the files may be.

Conclusion:

There is no evidence of any pdf files in Mr. Leitzsey's possession. As per Mr. Brown's affidavit, I agree, Mr. Leitzsey did log into his Hotmail account, and that there is evidence that there were emails located in the SENT items folder addressed to Mr. Ormand. Initiating the process of sending an email, request that the Hotmail service attempt to locate the responsible server that Mr. Ormand's email address represents and make an effort to effect the delivery. As a matter of protocol the presence of email in a user's SENT items folder is not indisputable evidence that the email was actually sent. A successful SEND can only be called successful if a delivery is actually completed, or some response from the receiving server indicating why it was not delivered. Knowing the security state of Mr. Ormand's Exchange server proves that a successful delivery would not be thwarted because the Exchange server was accepting any and all email good/bad with and without attachments without restrictions. The absence of both log evidence showing attempts to deliver email or NDR's sent out indicate that it had no reason not to receive Mr. Leitzsey's emails.

III. Ryan Brown Affidavit

Mr. Brown states:

“There are multiple reasons why the emails may not have been delivered to the Inbox on Mr. Ormand’s computer. Non-delivery of email is a fact of electronic mail and the possible explanations are speculative but not necessarily anyone’s fault”

Obviously Mr. Leitzsey’s Hotmail server did not make a continuing effort to redeliver Mr. Leitzsey’s emails because it was experiencing problems with its transport system. When this occurs, email is dumped from the transport system and no further attempts are made to resend it. There are no accessible ways to determine the status of an email’s path thru the Hotmail system until it is delivered, at which time it may be tracked in reverse from its origin

Hotmail up until April 2011 was a free email service that has a long history of issues, particularly related to processing emails with attachments. It does not afford its users with access to normal troubleshooting tools or a support staff that will assist with email issues. There is documented evidence of the issues and several studies have established its unreliability. Please see the attached document related to an independent test that concluded that 81% of all attachment emails sent from user accounts from Hotmail servers never arrive in a recipient’s inbox. By contrast this test performed on other ISP email providers only produced a 2% failure rate.

In conclusion the Hotmail service utilized Mr. Leitzsey is notoriously unreliable. In using a free email service such as Hotmail that has no guarantee of delivery or mechanisms in place to assist in tracking, making failure of delivery likely. To assume that hitting the SEND button guarantees a delivery to Mr. Ormand’s inbox is dangerous, particularly when it involves important documents.

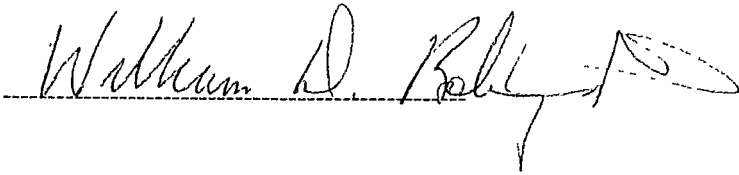
FINAL CONCLUSION

I believe that Mr. Leitzsey was unreasonable in his actions in the following ways:

- 1) Using an email service that is not reliable
- 2) Not using Return Receipt Request to verify delivery
- 3) Not following up with Mr. Ormand to insure he received the emails either via phone or other email
- 4) Assuming that hitting the SEND button means it got delivered.
- 5) Not carbon copying another recipient such as himself to insure it got sent.
- 6) Failing to retain possession of the pdf files

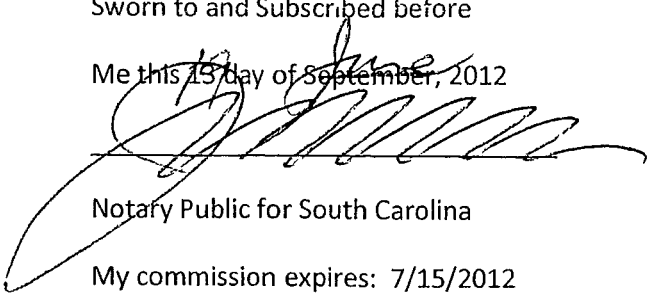
In my professional opinion I conclude that the emails from Mr. Leitzsey destined to Mr. Ormand's inbox never left the Hotmail server, and Mr. Leitzsey did not effectively insure his attorney was informed by taking any steps whatever to confirm receipt. (paragraph 13) Leitzsey affidavit 7/28/2011) Simply taking documents and throwing them out to the internet thru the Hotmail system is an unreliable way to communicate particularly when it is important that they get delivered.

William D Boling



Sworn to and Subscribed before

Me this 15 day of September, 2012



Notary Public for South Carolina

My commission expires: 7/15/2012

flag
Explore » Technology (79,881)



by [Hal Licino](#)
1,291 Followers

Hotmail Fails To Deliver Up To 81% Of All Attachment Emails

Published July 19, 2007 Last updated March 20, 2011

If Intent Can Be Proven, Microsoft Could Face Millions Of Mail Fraud Charges

Like This Hub?

Microsoft's market capitalization is approximately \$300 billion dollars. Let's put that on people into a bit of perspective. That's enough money to feed and provide medical care for every single AIDS orphan in Africa for 227 years. To put it another way, it's a pile of stacked \$100 bills 10 feet wide, 24 feet deep and 38 stories high.

You would think that someone in Redmond, Washington could take time out from counting all that money to actually do something to earn it? Like maybe fix the ridiculously obvious and painful bugs that have been haunting Microsoft users not since the launch of Vista, not since the launch of XP, not since the launch of Win 2000, not since the launch of ME, but since before the launch of Windows 98?



Microsoft Arc Touch Mouse (Black)

Amazon Price \$35.84
List Price \$69.95



Microsoft Office Home & Student 2010 Key Card - 1PC/1User

Amazon Price \$89.95
List Price \$119.99



Microsoft Natural Ergonomic Keyboard 4000

Amazon Price: \$31.80
List Price \$49.99

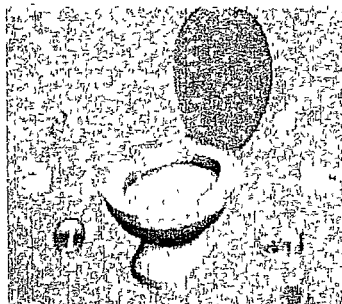


Microsoft Edge Messenger Bag for 17.3" Laptops (Orange Trim)

Amazon Price. \$32.25
List Price \$54.99

Haha, you say! What bug could possibly have survived Microsoft's insecticide for so long? Since Microsoft took over Hotmail in January 1998, almost a full decade ago, Hotmail users have decried the loss of attachment emails. For the uninitiated, here's how it works.

Whether you are



- Sending from a Hotmail account to another Hotmail or any other email address

and

- Receiving from another Hotmail account or any other email address to your Hotmail account

you will lose many of your attachments. The emails simply vanish in transit. No mailer daemon, no bounces, no nothing. Gone like Bill Gates' sex appeal.

Microsoft has forever denied this. Hotmail's delivery statistics are next to perfect and there is no discrimination against attachments; they've said for almost a decade. And for almost a decade they have been making millions of Gigabytes of documents, spreadsheets and photos of grandma's quilts disappear.

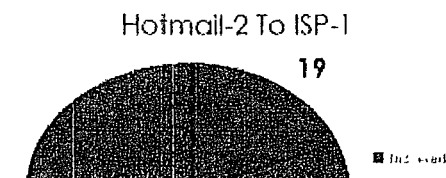
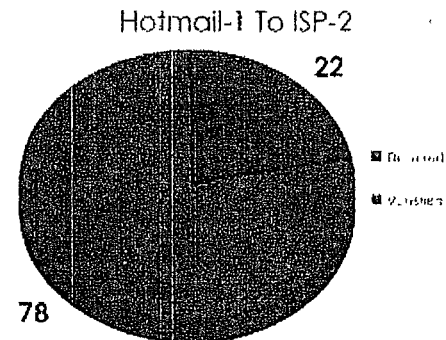
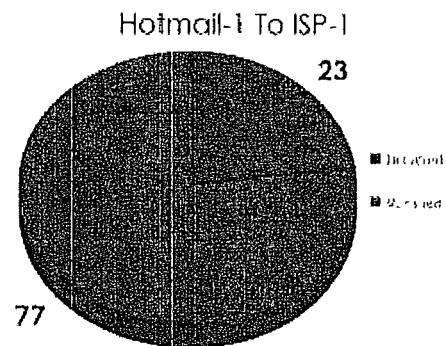
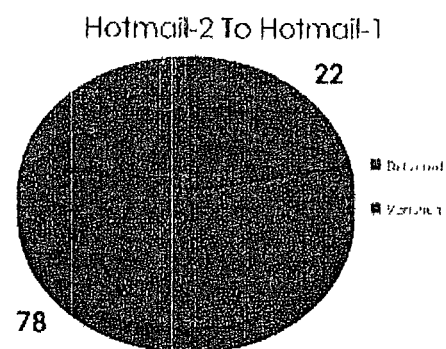
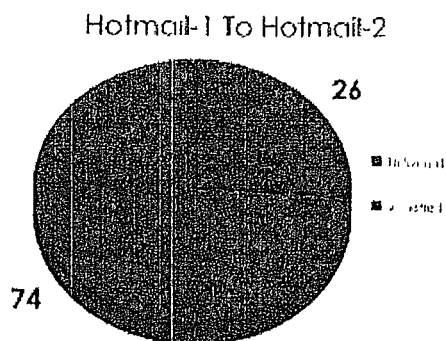
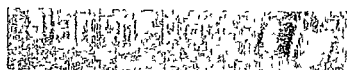
On the heels of my controversial Mac Plus Beats AMD Dual Core Test which raised quite a ruckus around the Internet, I figured it was time to drag Hotmail kicking and screaming into the secret laboratory and concoct a perfectly fair test that it was up to Hotmail to succeed at or fail.

I created one hundred emails. Each one had a different attachment. They were all txt, rtf, doc, jpg, xls, or ppt and of random sizes, the smallest being a 6K txt and the largest a 1.9MB ppt.

These one hundred emails were split up into five groups of twenty each.

Two different Hotmail accounts were used, let's call them Hotmail-1 and Hotmail-2.

Two different "generic" ISPs email accounts were used in different locations on different servers, again, ISP-1 and ISP-2. To make it perfectly fair, ISP-1 was a Canadian provider in Ontario and ISP-2 an American provider in California.



To allow for different traffic patterns, these times were chosen for the testing, all times Eastern

9 am Thursday

Noon Friday

3 pm Saturday

6 pm Sunday

9 pm Monday

Five different originating computers were used, one for each day. Each PC was linked to the net via a different ISP, so five different ISPs were used in total to send and receive the files.

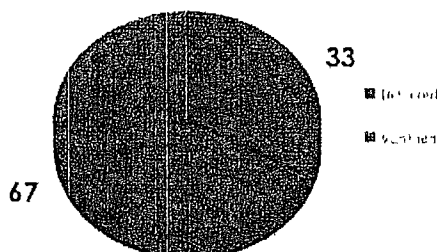
Each day, I would log onto Hotmail-1 and send/receive that day's twenty emails to Hotmail-2, ISP-1 and ISP-2. Then I would log onto Hotmail-2 and send/receive that day's twenty emails to Hotmail-1, ISP-1 and ISP-2. Then I would log onto ISP-1 and send/receive that day's twenty emails to ISP-2, Hotmail-1 and Hotmail-2. And finally I would log onto ISP-2 and send/receive that day's twenty emails to ISP-1, Hotmail-1 and Hotmail-2. Only the relevant web interfaces were used, no email clients as Outlook, Thunderbird, etc.

This schedule was determined to make it as fair as possible. There is no way that the delivery or lack thereof was caused by a particular ISP, as we used five completely independent ones from five locations. Neither could it be said that we only sent during peak times as we spread out our sends across five days and at various times of the day. Each email was sent separately, no ccs or bccs. The test was devised to be as unbiased as possible. Either the emails would be delivered or they wouldn't.

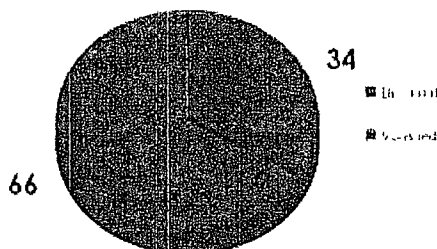
Each email was given 48 hours for delivery. If it was not delivered in that time then it was considered Vanished. Interestingly only one email fell into this group, being delivered after 72 hours from Hotmail-2 to ISP-1.



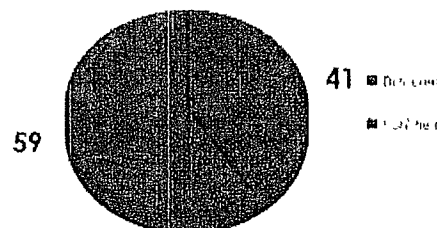
Hotmail-2 To ISP-2



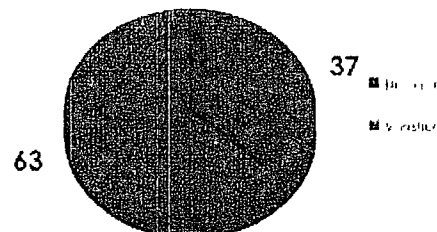
ISP-1 To Hotmail-1



ISP-1 To Hotmail-2



ISP-2 To Hotmail-1

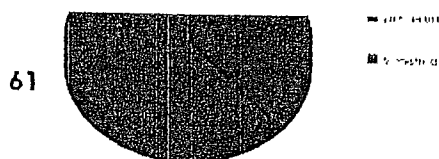


ISP-2 To Hotmail-2

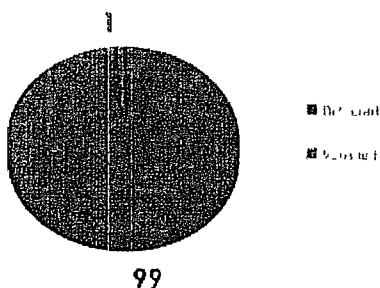


The final results bore out the "conventional wisdom " If emails were donuts, Hotmail would be HomerSimpsonMail I don't need to reiterate the figures, there they are in blue and red But for a Hotmail account to destroy up to 81% of all emails with attachments prior to their delivery to a "generic" ISP email account is nothing short of absurd, as these Hotmail accounts were not the free variety, but the fully paid ones Compare those figures to the ones where the generic ISP email accounts exchanged emails with attachments and you will clearly see the difference The worst performance was in making 2% Vanish

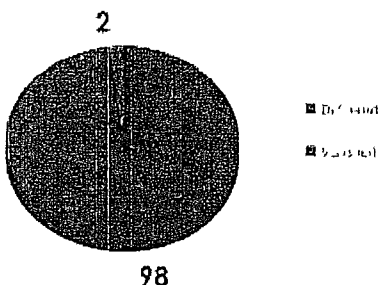
It has long been suspected that there is a silent policy that makes Hotmail automatically delete the majority of attachments to save on bandwidth and internal disk space Therefore it really doesn't matter if every client has access to 2GB of storage since they don't deliver the attachments to fill that space up anyway If that truly is the case, then Microsoft may be liable for several hundred million cases of conspiracy and mail fraud



ISP-1 To ISP-2



ISP-2 To ISP-1



Like this? Please Digg It

Hotmail is no longer a free only service where you get what you pay for There is simply no excuse for ripping off users who have paid a significant fee to obtain the reliability and confidence which the Microsoft brand should deliver Either that, or it may be time to ask the DOJ to step in and investigate what could be a multi-billion dollar scam

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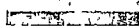
Discover What Other People Are Reading



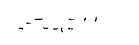
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STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS

COPY

FILED

2012 JUL 18 A 9:00

DETHA CARRIGG
PERSONALLY APPEARED BEFORE ME, CLAUDE LEITZSEY, JR., who first
LEXINGTON S

being duly sworn, says the following.

1 This is in response to the affidavit of William D. Boling dated June 19, 2012. Mr. Boling concluded that I was negligent for various reasons. One of the reasons he gave was that that I should have retained the pdf files that I sent to Mr. Ormand

2 I still have the original documents that I placed in a digital scanner and scanned to a flash drive. This scanning created a pdf (portable document format) file of the summons and complaint we received from Carolina Refrigeration.

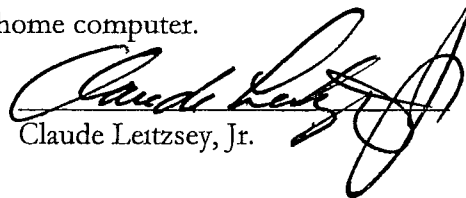
3 At the time we received these suit papers from Carolina Refrigeration, our home was under construction and we were living in a temporary residence. Because of space limitations of our temporary residence, my scanner/printer was not connected to our home computer. For that reason, I saved the scanned pdf file to a portable flash drive that could be attached directly to the scanner. I then attached the flash drive to the laptop computer that I use at work and sent the pdf file with an email to Attorney Ormand on April 7, 2011 from that computer. I did the same thing on April 18, 2011 with the suit papers that my wife received from Grow Electric.

4 Later, I transferred these pdf files to my home desk top computer, deleted them from the flash drive, and these files are still on my home computer.

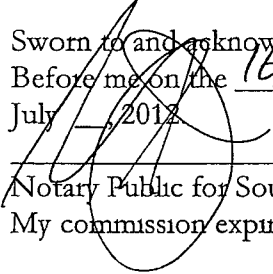
5 At the time Mr. Boling examined my laptop computer I had not been asked and was not expecting to be asked to produce these files except for them being attached to my emails. When asked about the actual pdf files of the pleadings, after 14 months, I was not

sure where the files were stored. Also, he examined the computer on my first week back at work after back surgery, so my recollection of where these files were stored was impaired.

6. The pdf files of the suit papers are located in the "sent" folder of my Hotmail account that is safely stored on computers of Microsoft Corporation somewhere in the world. I sent a copy of the emails in question to my wife and she received them on her Hotmail account. The pdf files of the suit papers are also saved in the "inbox" of her Hotmail account somewhere in the world on the computers of Microsoft Corporation. The files are much safer with Microsoft than on my home computer.


Claude Leitzsey, Jr.

Sworn to and acknowledged
Before me on the 16th day of
July, 2012



Notary Public for South Carolina
My commission expires: 4/21/21

FILED
2012 JUL 18 A 9:00
BETH A CARRIG
CLERK OF COURT
JULY 18 2012

STATE OF SOUTH CAROLINA)
) IN THE COURT OF COMMON PLEAS

FILED

PERSONALLY APPEARED BEFORE ME RYAN BROWN, WHO FIRST

BEING DULY SWORN, STATES THE FOLLOWING:

1 This is second affidavit that I have given in connection with the lawsuit involving Claude and Lisa Leitzsey and Carolina Refrigeration.

2 I have reviewed the affidavit of William D. Boling dated June 19, 2012 Mr Boling says that Mr. Leitzsey was unreasonable in sending the legal documents to Attorney Ormand via his Hotmail email account. My comments on his conclusions are as follows:

a "Using an email service that is not reliable"

According to information that is generally available, more than 350 million people use Hotmail as their email service provider. This vast number of users tends to indicate that the service is generally reliable. Mr. Boling cites as proof of his conclusion that Hotmail is unreliable an article written by one Hal Licino and a copy of the article is attached to his affidavit. This article did not appear in a professional journal, but rather, it appears on an internet blog written by Mr. Licino without any apparent third-party fact checking. On this blog, Mr. Licino identifies himself as a "writer/email marketing consultant." He does not disclose any academic or experience credentials that give his conclusions any credibility. From the tone of the article itself, Mr. Licino clearly has an anti-Microsoft/Hotmail agenda. This agenda makes the reliability of his supposed tests questionable and should not and cannot be relied on by an IT professional or the Court. Email is a fact of business and commercial life around the world and there are sometimes problems with email that are not necessarily anyone's fault. The same is true for US Mail and any other conventional delivery service.

b "Not using Return Receipt Request to verify delivery"

Hotmail like other web-based email providers such as Yahoo and Personal Gmail do not offer this feature

c. “Assuming that hitting the SEND button means it got delivered”

This is not unreasonable as this is the norm in most email traffic. As part of my investigation, on July 10, 2012, I returned to the office of Gerald Jowers and accessed on his computer the Hotmail Account of Lisa Leitzsey. I did this because the emails sent by Mr Leitzsey to Mr Ormand on April 7 and April 18, 2011 both indicated that copies were also sent to Lisa Leitzsey’s Hotmail account. On accessing this account and in the “inbox” for the account, I found in proper sequential order (by date) both of these emails. I printed copies of these emails and the attachments and they are attached hereto as well as a copy of her account’s inbox showing the emails in proper sequence. This sequence cannot be changed by any user

I also located the headers for the email of April 7. The information in this header describes the route the email traveled, a copy of this is attached. This proves that the email was transmitted by at least two computer servers of Microsoft’s Hotmail. Thus, Mr. Leitzsey’s reliance on pushing the “SEND” button was not misplaced.

d “Not carbon copying another recipient such as himself to insure that it got sent”

Mr Boling is clearly wrong in this assertion since the email shows that a copy was sent to Lisa Leitzsey and my investigation proves conclusively that she received it

e “Failing to retain possession of the pdf files”

This is not unreasonable. The pdf files in question are preserved on the computer servers of Microsoft at locations around the world in the “Sent” folder of Mr Leitzsey’s

account and the "inbox" of Lisa Leitzsey's account. The files are safely stored "off site" and this is a safer storage than on a home computer.

Based on my review and inspection, my opinion is that Mr. Boling is wrong in his conclusion that the emails in question "never left the Hotmail server." The information attached hereto shows to an IT professional that the emails passed through servers and were delivered to Lisa Leitzsey's computer. When that was delivered and viewed by Mrs. Leitzsey, Mr. Leitzsey could and should have reasonably believed that the email was delivered to Attorney Ormand.



Ryan Brown.

Sworn to and acknowledged
Before me on the 12 day of
July, 2012.

Notary Public for South Carolina
My commission expires: 4/24/21

FILED
2012 JUL 13 PM 3:31
CLERK OF COURT
JUDICIAL DISTRICT 1
SOUTH CAROLINA

Hotmail

Inbox (1033)

Folders

Junk (26)

Drafts (2)

Sent

Deleted (28)

sales

Shopping

Speech Pathology

New folder

Quick views

Documents (15)

Flagged (1)

Photos (25)

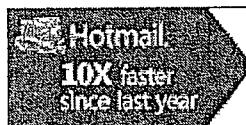
Shipping updates (1)

Speech Pathology

New category

Messenger

Sign in to Messenger



Home

Contacts

Calendar

New | Reply Reply all Forward | Delete Junk Sweep ▾ Mark as ▾ Move to ▾ Cate

Inbox

Search email

☐ All | Unread | Contacts » Arrange ▾

☐	John Lanier	4/13/11
	Fwd Empire State Building--being built	
☐	PESI HealthCare	4/13/11
	Join us in celebrating nurses nationwide!	
☐	Stuttering Foundation of America	4/13/11
	Exciting New Products	
☐	John Lanier	4/13/11
	Lanier address update 04/13/2011	
☐	John Lanier	4/13/11
	Lanier address update 04/13/2011	
☐	Heritage Healthcare Onboarding	4/13/11
	One or more of your tasks is overdue	
☐	Hack McGill	4/13/11
	Budget Blinds Proposal	
☐	Dianne Young	4/11/11
	Aggregate purchase	
☐	atlantispools@live com	4/11/11
	Claude "Driveway Exposed Aggregate"	
☐	Virginia Gibbons	4/10/11
	Fw Watch out for new coins/ VERY IMPORTANT	
☐	atlantispools@live com	4/09/11
	RE Lertzsey project	
☐	Claude Lertzsey	4/07/11
	Lertzsey - New Mechanic's Lien / Lis Pendens / Civil A	
☐	LISTSERV.SC.EDU LISTSERV Server (16.0)	4/06/11
	You have been added to the ATNETWORK list	
☐	Health Coaching Program	4/05/11
	You have a new Message from your Coach	
☐	GMB Health Adviser	4/04/11
	Michelin 'Choose Well Live Well' EMPOWERED Healt	
☐	John Lanier	4/02/11

Go to

TO YOU
TEL

WIRED

Capable
connecti

Hotmail

Inbox (1033)

Folders

Junk (26)

Drafts (2)

Sent

Deleted (28)

sales

Shopping

Speech Pathology

New folder

Quick views

Documents (15)

Flagged (1)

Photos (25)

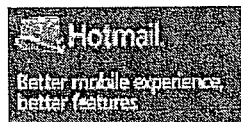
Shipping updates (1)

Speech Pathology

New category

Messenger

Sign in to Messenger



Home

Contacts

Calendar

New | Reply Reply all Forward | Delete Junk Sweep ▾ Mark as ▾ Move to ▾ Cate

Inbox

Search email

All | Unread | Contacts » Arrange ▾

	John Lanier	4/20/11
	Fwd Bear Quints - once in a lifetime photos	
	John Lanier	4/20/11
	Fwd Peeling boiled potatoes THIS IS INCREDIBLE!	
	John Lanier	4/19/11
	Ellie's Day	
	John Lanier	4/19/11
	Ellie's Birthday	
	John Lanier	4/18/11
	Fwd Father's Tough Love	
	Claude Lertzsey	4/18/11
	Lertzsey - New Mechanic's Lien / Lis Pendens / Civil A	
	Virginia Gibbons	4/15/11
	Fw An interesting year	
	HLPaxton@aol.com	4/14/11
	more pics	
	HLPaxton@aol.com	4/14/11
	Skating Pictures	
	John Lanier	4/13/11
	Fwd Empire State Building--being built	
	PESI HealthCare	4/13/11
	Join us in celebrating nurses nationwide!	
	Stuttering Foundation of America	4/13/11
	Exciting New Products	
	John Lanier	4/13/11
	Lanier address update 04/13/2011	
	John Lanier	4/13/11
	Lanier address update 04/13/2011	
	Heritage Healthcare Onboarding	4/13/11
	One or more of your tasks is overdue	
	Hack McGill	4/13/11

Go to

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WALMA
STEAKS

Click to wa

Walm

Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint

From: **Claude Leitzsey** (lexclaud@hotmai.com)

Sent Thu 4/07/11 8:36 PM

To: Ken Ormand (ken@ormandlawfirm.com)

Cc: Lisa Leitzsey (leitzslp@hotmail.com)

1 attachment

Leitzsey_HVAC_Derrick.pdf (7.6 MB)

Ken,

Attached are 3 documents received on behalf of Carolina Refrigeration Services, Inc from Jean P. Derrick

The Mechanic's Lien and Lis Pendens were received together on April 1st (filed on 3/31/11).

The Civil Action - Summons was delivered to us on 4/7/11 (filed on 4/6/11)

From Mechanic's Lien to Summons in 7 days

I noticed that Steve Baudo and Associates is not listed as a defendant..?

Invoices enclosed are to Baudo and Associates Home Builders, Inc

Thanks

Claude Leitzsey

803-403-4626

Lisa Leitzsey

803-403-4627

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Carolina Refrigeration Services, Inc.

Plaintiff,

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

Case No.

2011013257 FILED, RECORDED, INDEXED
2011-03-31 12:46:26:110
REC FEE: \$12.00 ST FEE: \$0.00
CD FEE: \$0.00 Pages: 6
Lexington County R.D.D. Debra M. Gunter
MECHANICS LIEN Bk:Pg 14798:129

MECHANIC'S LIEN

TO: CLAUDE L. LEITZSEY, SR., CLAUDE L. LEITZSEY, JR., LISA M. LEITZSEY AND
BRANCH BANKING & TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that Carolina Refrigeration Services, Inc., has
furnished materials, supplies and labor pursuant to an accepted bid between Carolina
Refrigeration Services, Inc. and Claude L. Leitzsey, R., Claude L. Leitzsey, Jr. and Lisa M.
Leitzsey for improvements to property owned by Claude L. Leitzsey, R., Claude L. Leitzsey,
Jr. and Lisa M. Leitzsey.

YOU ARE FURTHER NOTIFIED that materials, supplies, and labor were furnished
from December 17, 2010 through January 15, 2011, as the attached Statement of Account
reflects; that said attached statement by reference is made a part of hereof. The total sum
due is \$16,100.00.

The premises improved by labor and materials furnished by Carolina Refrigeration
Services, Inc., are more completely described as follows:

All that certain piece, parcel, or lot of land, with any improvements
thereon, situate, lying and being in the County of Lexington, State of
South Carolina, on the waters of Lake Murray, and being more

particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr. and Kathryn C. Spence, Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS#: 002500-03-007

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

Carolina Refrigeration Services, Inc.,

Plaintiff,

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

FILED IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 MAR 31 A 11 11

Case No.

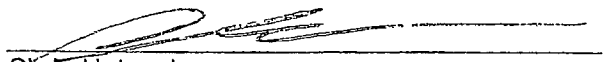
BETH A. CARRICO
CLERK OF COURT
LEXINGTON

STATEMENT OF ACCOUNT

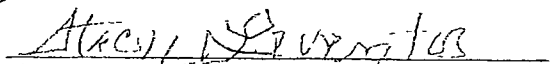
PERSONALLY APPEARED before me Chris Hutnyak who, being duly sworn, deposes
and says:

1. Pursuant to an accepted bid, Carolina Refrigeration Services, Inc. furnished materials,
supplies and labor for improvements to property owned by Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr. and Lisa M. Leitzsey. There remains due and owing, for all labor, supplies and
materials furnished under that bid, the total principal sum of \$16,100.00 All just credits have
been allowed on this amount, and this is the net sum due and owing.

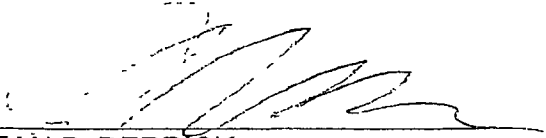
2. Said materials, supplies and labor were furnished beginning December 17, 2010
through January 15, 2011.


Chris Hutnyak
President, Carolina Refrigeration Services, Inc

SWORN TO before me this
21 day of March, 2011


Notary Public for South Carolina
My Commission Expires: 11-13-13

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205th West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657

Attorney for Plaintiff

Lexington, South Carolina

March 25, 2011

BAUDO & ASSOCIATES HOME BUILDERS INC.
309 CORLEY MANOR COURT
LEXINGTON, SC 29072
TIN# 57-1182299
RE: 1588 SPENCE ISLAND DR.

Service Invoice

Date	Invoice #
12/17/2010	C-1191

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 29072 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR. LEXINGTON, SC. 29072

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
1	HVAC INSTALLATION MATERIALS AND LABOR SERVICES 1. ROUGH IN THE ENTIRE HVAC PLAN FOR THE SUPPLY AND RETURN AIR VENT LOCATION. 2. MEET WITH HOME OWNER TO DISCUSS LAYOUT AND TO INPUT ON JOB 3. INSTALL ENTIRE DUCTWORK SYSTEM THROUGHOUT THE HOUSE. 4. SET IN PLACE ALL AIR HANDLER UNITS WITH ZONE DAMPERS. 5. RUN REFRIGERANT LINE SET FROM ATTIC TO THE CONDENSERS. 6. INSTALL ALL CEILING VENTS AND WALL REGISTERS. 7. INSTALL PROGRAMMABLE THERMOSTATS FOR BOTH UP AND DOWNSTAIRS UNITS. 8. SET AND CONNECT ALL REFRIGERATION LINES. PRESSURIZE SYSTEM AND CHECK FOR LEAKS, EVACUATE LINES AND INSTALL REFRIGERANT CHARGE UNIT MODEL AND SERIAL NUMBER INFORMATION: 1. AIR HANDLER: M# B4VM-X30K-B R410A VARIABLE SPEED AIR HANDLER S#B4D091203070 2. AIR HANDLER: M# B4VM-X48K-C R410A VARIABLE SPEED AIR HANDLER S#B4D100607154 1. CONDENSER UNIT:	16,100.00	16,100.00

			Invoice Subtotal
			Sales Tax 7.0%
			Invoice Total
			Payments/Credits
			Balance Due

Service Invoice

Date	Invoice #
12/17/2010	C-1191

Bill to:
BAUDO & ASSOCIATES HOME BUILDERS INC. 309 CORLEY MANOR COURT LEXINGTON, SC. 2972 TIN# 57-1182299 RE: 1588 SPENCE ISLAND DR.

Service Location:
CLAUDE LEITZSEY 1588 SPENCE ISLAND DR. LEXINGTON, SC. 2972

P.O. No.	W.O. No.
STEVE BAUDO	

Quantity	Service Description	Rate	Amount
	M# FT4BE-030K S#FTD100501823 2. CONDENSER UNIT: M# FTBE-048K S#FTD090601933		

		Invoice Subtotal	\$16,100.00
		Sales Tax 7.0%	\$0.00
		Invoice Total	\$16,100.00
		Payments/Credits	\$0.00
		Balance Due	\$16,100.00

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No.

2011 MAR 31 AM 11:33

Carolina Refrigeration Services, Inc.,
Plaintiff,

LETHA CARSON
CLERK OF COURT

vs.

LIS PENDENS

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,
Defendants.

1 526

YOU WILL TAKE NOTICE that the undersigned, as attorney for Carolina Refrigeration Services, Inc., has filed a Mechanic's Lien and contemporaneously herewith now will file in the Lexington Court of Common Pleas an action to foreclose a mechanic's lien against Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr., Lisa M. Leitzsey and Branch Banking & Trust Company in the principal amount of \$16,100.00, together with interest and attorneys fees, in connection with improvements furnished and labor performed upon the following described real estate:

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

Together with a non-exclusive easement for ingress and egress across that certain piece, parcel, or tract of land which is a causeway containing 0.89 acres, more or less, situate, lying and being a causeway on Lake Murray located off Spence Drive adjacent to lands now or formerly of Allan J. Spence, Sr and Kathryn C. Spence,

Federal Energy Regulatory Commission Project 516, Option 785, 314 and 683 in the County of Lexington, State of South Carolina, Federal Energy Reg Commission Project 516, Option Number 314, and being more fully shown and delineated as Parcel "A" on a plat prepared by Whitworth & Associates dated November 16, 2001, recorded in Plat Book 6870 at Page 276.

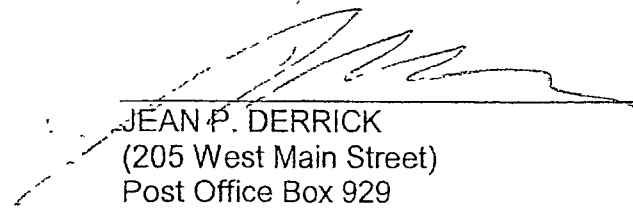
Together with a non-exclusive easement for ingress and egress across that roadway known as Spence Drive, adjacent to the common property of Land's End at Watergate dated May 8, 1973 and recorded in the Register of Deeds for Lexington County in Plat Book 131-G at Page 45 and said Easement being dated December 31, 1975 and recorded in the ROD Office for Lexington County in Book 117 at Page 225.

Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976.

Derivation: This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73.

TMS# 002500-03-007

Property Address: 1588 Spence Island Drive
Lexington, SC 29072



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29072
Phone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina
March 25, 2011

STATE OF SOUTH CAROLINA

COUNTY OF LEXINGTON

CAROLINA REFRIGERATION SERVICES, INC.

Plaintiff(s)

IN THE COURT OF COMMON PLEAS

CIVIL ACTION COVERSHEET

-CP-

vs.

2011 APR -6 1:37

CLAUDE L. LEITZSEY, SR., ET AL,

Defendant(s)

(Please Print)

Submitted By: Jean Derrick

Address: P. O. Box 929, Lexington, SC 29072

SC Bar #: 4417

Telephone #: (803) 359-6189

Fax #: (803) 808-1657

Other:

E-mail: jderrick@windstream.net

NOTE: The cover sheet and information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law. This form is required for the use of the Clerk of Court for the purpose of docketing. It must be filled out completely, signed, and dated. A copy of this cover sheet must be served on the defendant(s) along with the Summons and Complaint.

DOCKETING INFORMATION (Check all that apply)

*If Action is Judgment/Settlement do not complete

- ☐ JURY TRIAL demanded in complaint ☒ NON-JURY TRIAL demanded in complaint
☒ This case is subject to ARBITRATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
☐ This case is subject to MEDIATION pursuant to the Court Annexed Alternative Dispute Resolution Rules
☐ This case is exempt from ADR (Proof of ADR/Exemption Attached)

NATURE OF ACTION (Check One Box Below)

Contracts ☒ Constructions (100) ☐ Debt Collection (110) ☐ Employment (120) ☐ General (130) ☐ Breach of Contract (140) ☐ Other (199)	Torts - Professional Malpractice ☐ Dental Malpractice (200) ☐ Legal Malpractice (210) ☐ Medical Malpractice (220) Previous Notice of Intent Case # 20 -CP- ☐ Notice/ File Med Mal (230) ☐ Other (299)	Torts - Personal Injury ☐ Assault/Slander/Label (300) ☐ Conversion (310) ☐ Motor Vehicle Accident (320) ☐ Premises Liability (330) ☐ Products Liability (340) ☐ Personal Injury (350) ☐ Wrongful Death (360) ☐ Other (399)	Real Property ☐ Claim & Delivery (400) ☐ Condemnation (410) ☐ Foreclosure (420) ☒ Mechanic's Lien (430) ☐ Partition (440) ☐ Possession (450) ☐ Building Code Violation (460) ☐ Other (499)
Inmate Petitions ☐ PCR (500) ☐ Mandamus (520) ☐ Habeas Corpus (530) ☐ Other (599)	Judgments/Settlements ☐ Death Settlement (700) ☐ Foreign Judgment (710) ☐ Magistrate's Judgment (720) ☐ Minor Settlement (730) ☐ Transcript Judgment (740) ☐ Lis Pendens (750) ☐ Transfer of Structured Settlement Payment Rights Application (760) ☐ Other (799)	Administrative Law/Relief ☐ Reinstat Driver's License (800) ☐ Judicial Review (810) ☐ Relief (820) ☐ Permanent Injunction (830) ☐ Forfeiture-Petition (840) ☐ Forfeiture-Consent Order (850) ☐ Other (899)	Appeals ☐ Arbitration (900) ☐ Magistrate-Civil (910) ☐ Magistrate-Criminal (920) ☐ Municipal (930) ☐ Probate Court (940) ☐ SCDOT (950) ☐ Worker's Comp (960) ☐ Zoning Board (970) ☐ Public Service Commission (990) ☐ Employment Security Comm (991) ☐ Other (999)
Special/Complex/Other ☐ Environmental (600) ☐ Automobile Arb (610) ☐ Medical (620) ☐ Other (699)	☐ Pharmaceuticals (630) ☐ Unfair Trade Practices (640) ☐ Out-of State Depositions (650) ☐ Motion to Quash Subpoena in an Out-of-County Action (660) ☐ Sexual Predator (510)		

Submitting Party Signature:

Date: April 6, 2011

Note: Frivolous civil proceedings may be subject to sanctions pursuant to SCRPC, Rule 11, and the South Carolina Frivolous Civil Proceedings Sanctions Act, S.C. Code Ann. §15-36-10 et. seq.

FOR MANDATED ADR COUNTIES ONLY

Allendale, Anderson, Beaufort, Colleton, Florence, Greenville, Hampton, Horry,
Jasper, Lexington, Pickens (Family Court Only), Richland, Union and York

SUPREME COURT RULES REQUIRE THE SUBMISSION OF ALL CIVIL CASES TO AN ALTERNATIVE
DISPUTE RESOLUTION PROCESS UNLESS OTHERWISE EXEMPT.

You are required to take the following action(s):

1. The parties shall select a neutral and file a "Proof of ADR" form on or by the 210th day of the filing of this action. If the parties have not selected a neutral within 210 days, the Clerk of Court shall then appoint a primary and secondary mediator from the current roster on a rotating basis from among those mediators agreeing to accept cases in the county in which the action has been filed.
2. The initial ADR conference must be held within 300 days after the filing of the action.
3. Pre-suit medical malpractice mediations required by S.C. Code §15-79-125 shall be held not later than 120 days after all defendants are served with the "Notice of Intent to File Suit" or as the court directs. (Medical malpractice mediation is mandatory statewide.)
4. Cases are exempt from ADR only upon the following grounds:
 - a. Special proceeding, or actions seeking extraordinary relief such as mandamus, habeas corpus, or prohibition;
 - b. Requests for temporary relief,
 - c. Appeals
 - d. Post Conviction relief matters,
 - e. Contempt of Court proceedings,
 - f. Forfeiture proceedings brought by governmental entities,
 - g. Mortgage foreclosures; and
 - h. Cases that have been previously subjected to an ADR conference, unless otherwise required by Rule 3 or by statute.
5. In cases not subject to ADR, the Chief Judge for Administrative Purposes, upon the motion of the court or of any party, may order a case to mediation.
6. Motion of a party to be exempt from payment of neutral fees due to indigency should be filed with the Court within ten (10) days after the ADR conference has been concluded.

Please Note: You must comply with the Supreme Court Rules regarding ADR.
Failure to do so may affect your case or may result in sanctions.

STATE OF SOUTH CAROLINA)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 APR - 6 3:30 Case No.
Carolina Refrigeration Services, Inc.,)

Plaintiff,)

vs.)

SUMMONS

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)

Defendants)

2011CP3201369

TO: THE DEFENDANT ABOVE-NAMED.

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, of which a copy is herewith served upon you, and to serve a copy of your answer to the said Complaint on the subscriber at her office at P O. Box 929, 205 West Main Street, Lexington, South Carolina 29071, within thirty (30) days after the service hereof, exclusive of the day of such service, and if you fail to answer the Complaint within the time aforesaid, the Plaintiff in this action will apply to the Court for the relief demanded in the Complaint, and judgment by default entered against you for the relief demanded in the Complaint.

JEAN P. DERRICK
Attorney for Plaintiff
Post Office Box 929
205 West Main Street (29072)
Lexington, South Carolina 29071
(803) 359-61819
Fax (803) 808-1657
jderrick@windstream.net

Lexington, South Carolina
April 6, 2011

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

2011 APR - 6 1:37 PM
Case No.

Carolina Refrigeration Services, Inc.

Plaintiff,

vs

COMPLAINT

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,

Defendants.

2011CP3201369

Plaintiff above captioned appears and alleges as follows:

1. It is a duly incorporated company, with its principal place of business in Lexington County, South Carolina, and doing business therein

2 Defendant individuals Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, are, upon information, citizens and residents of the State of South Carolina, County of Lexington

3 Defendant Branch Banking & Trust Company is joined as a Defendant by virtue of a mortgage from Claude L. Leitzsey, Jr., Lisa M. Leitzsey, and Claude L. Leitzsey, Sr. recorded on June 25, 2010 in Book 14312 at Page 247, re-recorded on July 6, 2010 in Record Book 14330 at Page 78, and by virtue of said mortgage may claim an interest or lien upon the subject premises

4 On or about December 17, 2010 Plaintiff had an accepted bid with Defendants to construct improvements upon real estate titled in the name of Defendant Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey which real estate is

more completely described as follows

All that certain piece, parcel, or lot of land, with any improvements thereon, situate, lying and being in the County of Lexington, State of South Carolina, on the waters of Lake Murray, and being more particularly shown and delineated as Lot 6, containing 0.611 acres, on Bonded Subdivision Plat for Spence's Island Subdivision, prepared by Whitworth & Associates, Inc., dated October 7, 2008, revised November 10, 2008, and recorded in Record Book 13719, Page 28, in the Office of the Register of Deeds for Lexington County, and having such boundaries and measurements as will be shown by reference to said plat.

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Together with a non-exclusive easement set forth in Easement Agreement between South Carolina Electric & Gas Company and Allan J. Spence and others granting an easement for ingress and egress and utilities across causeway #1, as referred to in said easement, dated January 18, 1974 and recorded in Book 112 at Page 176 on January 20, 1976

Derivation. This being the same property conveyed to Claude L. Leitzsey, Sr., Claude L. Leitzsey, Jr. and Lisa M. Leitzsey by deed of Allan J. Spence, Sr. and Kathryn C. Spence dated June 25, 2010 and recorded in the Register of Deeds for Lexington County on June 25, 2010 in Record Book 14312 at Page 243 and a corrective deed dated June 29, 2010 and recorded July 6, 2010 in Record Book 14330 at Page 73

TMS# 002500-03-007

Property Address 1588 Spence Island Drive
Lexington, SC 29072

5 Plaintiff fully performed under its accepted bid and work was completed on or about January 15, 2011. At that time, Plaintiff was owed the sum of \$16,100.00 pursuant to the terms of the accepted bid for materials, supplies and labor furnished through January 15, 2011 for the benefit of Defendants, and for the improvement of the above described real estate.

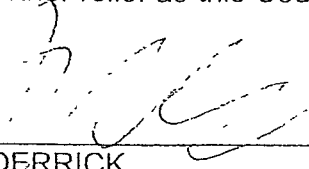
6. Defendants have thus far failed and refused to pay the sums due Plaintiff pursuant to the accepted bid, as well as interest and late fees accruing thereon.

7 Plaintiff filed and served a mechanic's lien and lis pendens on March 31, 2011, which contains a verified statement of account attesting that Plaintiff is owed by Defendants \$16,100.00; the mechanic's lien and lis pendens have been duly served upon all Defendants, but no payment has been forthcoming

8. Plaintiff is informed and believes therefore that it has established a valid mechanic's lien upon the above described real estate, and it is entitled to foreclose said mechanic's lien, selling the real estate pursuant to judicial sale, and being reimbursed at that time for all sums of principle and interest, due pursuant to the terms of the accepted bid, Plaintiff is also informed and believes that it is entitled to an award of attorney's fees and costs pursuant to the mechanic's lien statutes of the State of South Carolina, Sections 29-5-10 et seq , South Carolina Code of Laws, 1976

WHEREFORE, Plaintiff would pray that this Court foreclose its mechanic's lien, order a judicial sale of the property, and award Plaintiff all principle and interest, including statutory interest due on its contract with Defendants, as well as all attorney's fees and

costs of this action, together with such other and further relief as this Court deems meet and proper.



JEAN P. DERRICK
(205 West Main Street)
Post Office Box 929
Lexington, SC 29071
Phone (803) 359-6189
Fax (803) 808-1657
jderrick@windstream.net
Attorney for Plaintiff

Lexington, South Carolina

April 6, 2011

FILED
2011 APR - 6 2 1:37
JUL 18 2011

Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint

From **Claude Leitzsey** (lexclaud@hotmail.com)
Sent Mon 4/18/11 8 04 AM
To Ken Ormand (ken@ormandlawfirm.com)
Cc Claude Leitzsey (lexclaud@hotmail.com), Lisa Leitzsey (leitzslp@hotmail.com)
2 attachments
Leitzsey_HVAC_Derrick.pdf (7.6 MB) Leitzsey_Electrical_Baker.pdf (13.8 MB)

Ken,
Attached are 3 documents representing a new Civile Action to Answer Complaint from Bradley Baker /
Grow Electric ..

Any updates on previous actions with Big Red or Carolina Refrigeration would be greatly appreciated.

Thanks
Claude Leitzsey
803-403-4626
Lisa Leitzsey
803-403-4627

From: lexclaud@hotmail.com
To: ken@ormandlawfirm.com
CC: leitzslp@hotmail.com
Subject: Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons to Answer Complaint
Date: Thu, 7 Apr 2011 20:35:40 -0400

Ken,
Attached are 3 documents received on behalf of Carolina Refrigeration Services, Inc from Jean P. Derrick
The Mechanic's Lien and Lis Pendens were received together on April 1st (filed on 3/31/11)
The Civil Action - Summons was delivered to us on 4/7/11 (filed on 4/6/11)
From Mechanic's Lien to Summons in 7 days

I noticed that Steve Baudo and Associates is not listed as a defendant ?
Invoices enclosed are to Baudo and Associates Home Builders, Inc

Thanks
Claude Leitzsey
803-403-4626
Lisa Leitzsey
803-403-4627

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X-Message-Delivery Vj0xLjE7dXM9MDtsPTA7YT0x00Q9MTtTQ0w9MA==
X-Message-Status n
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From Claude Leitzsey <lexclaude@hotmail.com>
To Ken Ormand <ken@ormandlawfirm.com>
CC Lisa Leitzsey <leitzslp@hotmail.com>
Subject Leitzsey - New Mechanic's Lien / Lis Pendens / Civil Action Summons
    to Answer Complaint
Date Thu, 7 Apr 2011 20 35 40 -0400
Importance Normal
MIME-Version 1 0
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Ken=2C
Attached are 3 documents received on behalf of Carolina Refrigeration Servi-
ces=2C Inc from Jean P Derrick.
The Mechanic's Lien and Lis Pendens were received together on April 1st (fil-
ed on 3/31/11)
The Civil Action ~ Summons was delivered to us on 4/7/11 (filed on 4/6/11)
From Mechanic's Lien to Summons in 7 days
=20
I noticed that Steve Baudo and Associates is not listed as a defendant
Invoices enclosed are to Baudo and Associates Home Builders=2C Inc
=20
Thanks
Claude Leitzsey
803-403-4626
Lisa Leitzsey
803-403-4627

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Attached are 3 documents received on behalf of Carolina Refrigeration Servi=
ces=2C Inc from Jean P. Derrick<BR>
The Mechanic's Lien and Lis Pendens were received together on April 1st (fi=
led on 3/31/11)<BR>
The Civil Action - Summons was delivered to us on 4/7/11 (filed on 4/6/11) =
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From Mechanic's Lien to Summons in 7 days<BR>
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I noticed that Steve Baudo and Associates is not listed as a defendant  ?<=
BR>
Invoices enclosed are to Baudo and Associates Home Builders=2C Inc<BR>
&nbsp;=3B<BR>
Thanks<BR>
Claude Leitzsey<BR>
803-403-4626<BR>
Lisa Leitzsey<BR>
803-403-4627<BR>
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COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

In the Matter of:

Carolina Refrigeration Services, Inc.,

Plaintiff

v.

Claude L. Leitzsey, Sr., Claude L.
Lietzsey, Jr., Lisa M. Lietzsey and
Branch Banking & Trust Company,

Defendants

2011 APR -6 P 1:30
AFFIDAVIT OF SERVICE

MECHANIC'S LIEN NO.: 2011013257

LIS PENDENS NO.: 2011-LP-32-526

PERSONALLY appeared before me the Affiant, Henry B. Morgan, who, being duly sworn, states the following facts:

Affiant is a licensed Private Investigator in the State of South Carolina and in said capacity is authorized to perform the service of documents.

On April 4, 2011, about 7:05 P.M., Affiant served documents filed in THE COURT OF COMMON PLEAS, ELEVENTH JUDICIAL CIRCUIT, STATE OF SOUTH CAROLINA, COUNTY OF LEXINGTON, MECHANIC'S LIEN NUMBER 2011013257 and LIS PENDENS NUMBER 2011-LP-32-526 described as follows:

- MECHANIC'S LIEN
- STATEMENT OF ACCOUNT
- LIS PENDENS

Affiant provided service of the above described documents at above date and time by personally serving Claude L. Leitzsey, Jr., at 336 Calypso Road, Gilbert, 29054, Lexington County, South Carolina.

Further, Affiant saith naught.

SWORN to before me this

6th Day of April, 2011

Jocelyn S. Morgan (S.)
Notary Public for South Carolina

My Commission Expires: 8-11-16

Henry B. Morgan
HENRY B. MORGAN
Henry B. Morgan Consulting, LLC

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

2011 APR -6 P 1:30

In the Matter of:)
)
Carolina Refrigeration Services, Inc.,)
)
Plaintiff)
v.)
)
Claude L. Leitzsey, Sr., Claude L.)
Lietzsey, Jr., Lisa M. Lietzsey and)
Branch Banking & Trust Company,)
)
Defendants)

AFFIDAVIT OF SERVICE
JILL A. CARRIG
CLERK OF COURT
LEXINGTON SC

MECHANIC'S LIEN NO.: 2011013257

LIS PENDENS NO.: 2011-LP-32-526

PERSONALLY appeared before me the Affiant, Henry B. Morgan, who, being duly sworn, states the following facts:

Affiant is a licensed Private Investigator in the State of South Carolina and in said capacity is authorized to perform the service of documents.

On April 5, 2011, about 1:40 P.M., Affiant served documents filed in THE COURT OF COMMON PLEAS, ELEVENTH JUDICIAL CIRCUIT, STATE OF SOUTH CAROLINA, COUNTY OF LEXINGTON, MECHANIC'S LIEN NUMBER 2011013257 and LIS PENDENS NUMBER 2011-LP-32-526 described as follows:

- MECHANIC'S LIEN
- STATEMENT OF ACCOUNT
- LIS PENDENS

Affiant provided service of the above described documents at above date and time by personally serving Claude L. Leitzsey, Sr., at Medcom, Inc., 3818 River Drive, Columbia, 29201, Richland County, South Carolina.

Further, Affiant saith naught.

SWORN to before me this

4th Day of April, 2011

Joseph S. Morgan, (I.S.)
Notary Public for South Carolina

My Commission Expires: 8-11-16

Henry B. Morgan
HENRY B. MORGAN
Henry B. Morgan Consulting, LLC

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

In the Matter of:

Carolina Refrigeration Services, Inc.,

Plaintiff

v.

Claude L. Leitzsey, Sr., Claude L.
Lietzsey, Jr., Lisa M. Lietzsey and
Branch Banking & Trust Company,

Defendants

AFFIDAVIT OF SERVICE
LISA M. LIETZSEY
CLERK OF COURT
LEXINGTON SC

MECHANIC'S LIEN NO.: 2011013257

LIS PENDENS NO.: 2011-LP-32-526

PERSONALLY appeared before me the Affiant, Henry B. Morgan, who, being duly sworn, states the following facts:

Affiant is a licensed Private Investigator in the State of South Carolina and in said capacity is authorized to perform the service of documents.

On April 4, 2011, about 7:05 P.M., Affiant served documents filed in THE COURT OF COMMON PLEAS, ELEVENTH JUDICIAL CIRCUIT, STATE OF SOUTH CAROLINA, COUNTY OF LEXINGTON, MECHANIC'S LIEN NUMBER 2011013257 and LIS PENDENS NUMBER 2011-LP-32-526 described as follows:

- MECHANIC'S LIEN
- STATEMENT OF ACCOUNT
- LIS PENDENS

Affiant provided service of the above described documents at above date and time by personally serving Lisa M. Lietzsey at 336 Calypso Road, Gilbert, 29054, Lexington County, South Carolina.

Further, Affiant saith naught.

SWORN to before me this

10th Day of April, 2011

Jocelyn S. Morgan (I.S.)
Notary Public for South Carolina

My Commission Expires: 8-11-16

Henry B. Morgan
HENRY B. MORGAN
Henry B. Morgan Consulting, LLC

SCANNED

JM

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

In the Matter of:

2011 APR 13 P 4:26

Carolina Refrigeration Services, Inc.

Plaintiff

vs.

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company

Defendants

BETH A. CARRIG
CLERK OF COURT
LEXINGTON, SC

AFFIDAVIT OF SERVICE

CASE NUMBER: 2011-CP-32-01369

PERSONALLY appeared before me the Affiant, Henry B. Morgan, who, being duly sworn, states the following:

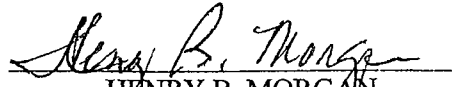
Affiant is a licensed Private Investigator in the State of South Carolina and in said capacity is authorized to perform the service of documents.

On April 7, 2011, about 7:35 P.M., Affiant served documents filed in THE COURT OF COMMON PLEAS, ELEVENTH JUDICIAL CIRCUIT, STATE OF SOUTH CAROLINA, COUNTY OF LEXINGTON, CASE NUMBER 2011-CP-32-01369 described as follows:

- CIVIL ACTION COVERSHEET
- SUMMONS
- COMPLAINT

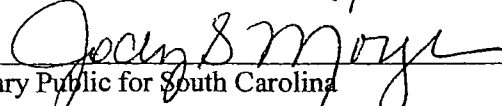
Affiant provided service of the above described documents at above date and time by personally serving Lisa M. Leitzsey at 336 Calypso Road, Gilbert, 29054 Lexington County, South Carolina.

Further, Affiant saith naught.


HENRY B. MORGAN
Henry B. Morgan Consulting, LLC

SWORN to before me this

8th Day of April, 2011


Notary Public for South Carolina (L.S.)

My Commission Expires: 8-11-16

FILED
STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

2011 APR 13 P 4:26

In the Matter of:

Carolina Refrigeration Services, Inc. **BETH A. CARRIG**
CLERK OF COURT **AFFIDAVIT OF SERVICE**
LEXINGTON

Plaintiff

vs.

CASE NUMBER: 2011-CP-32-01369

Claude L. Leitzsey, Sr., Claude L.
 Leitzsey, Jr., Lisa M. Leitzsey and
 Branch Banking & Trust Company

Defendants

PERSONALLY appeared before me the Affiant, Henry B. Morgan, who, being duly sworn, states the following:

Affiant is a licensed Private Investigator in the State of South Carolina and in said capacity is authorized to perform the service of documents.

On **April 7, 2011, about 7:35 P.M.**, Affiant served documents filed in THE COURT OF COMMON PLEAS, ELEVENTH JUDICIAL CIRCUIT, STATE OF SOUTH CAROLINA, COUNTY OF LEXINGTON, CASE NUMBER 2011-CP-32-01369 described as follows:

- CIVIL ACTION COVERSHEET
- SUMMONS
- COMPLAINT

Affiant provided service of the above described documents at above date and time by personally serving **Claude L. Leitzsey, Jr.**, at 336 Calypso Road, Gilbert, 29054 Lexington County, South Carolina.

Further, Affiant saith naught.


 HENRY B. MORGAN
 Henry B. Morgan Consulting, LLC

SWORN to before me this

8th Day of April, 2011

James S. Morgan, (L.S.)
 Notary Public for South Carolina

My Commission Expires: 8-11-16

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

FILED
2011 APR 13 PM 4:26
CLERK OF COURT
LEXINGTON, SC

In the Matter of:)

Carolina Refrigeration Services, Inc.,)

Plaintiff)

v.)

Claude L. Leitszey, Sr., Claude L.)

Leitszey, Jr., Lisa M. Leitszey and)

Branch Banking & Trust Company,)

Defendants)

_____)

2011 APR 13 PM 4:26 AFFIDAVIT OF SERVICE

CLERK OF COURT CASE NUMBER: 2011-CP-32-01369

LEXINGTON, SC

PERSONALLY appeared before me the Affiant, Henry B. Morgan, who, being duly sworn, states the following facts:

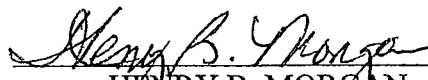
Affiant is a licensed Private Investigator in the State of South Carolina and in said capacity is authorized to perform the service of documents.

On April 8, 2011, about 12:08 P.M., Affiant served documents filed in THE COURT OF COMMON PLEAS, ELEVENTH JUDICIAL CIRCUIT, STATE OF SOUTH CAROLINA, COUNTY OF LEXINGTON, CASE NUMBER 2011-CP-32-011369 described as follows:

- CIVIL ACTION COVERSHEET
- SUMMONS.
- COMPLAINT

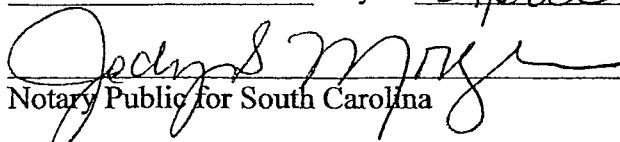
Affiant provided service of the above described documents at above date and time by personally serving **Claude L. Leitszey, Sr.**, at Medcom, Inc., 3818 River Drive, Columbia, 29201, Richland County, South Carolina.

Further, Affiant saith naught.


HENRY B. MORGAN
Henry B. Morgan Consulting, LLC

SWORN to before me this

8th Day of April, 2011


Notary Public for South Carolina, (L.S.)

My Commission Expires: 8-11-16

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	
Carolina Refrigeration Services	)	2011-CP-32-1369
	)	
Plaintiff,	)	
	)	
	)	
Claude L. Leitzsey, Sr.,	)	AFFIDAVIT
Lisa M Leitzsey, Claude L. Leitzsey,	)	
Jr and Branch Banking and Trust	)	
	)	
Defendants,	)	
	)	
_____	)	

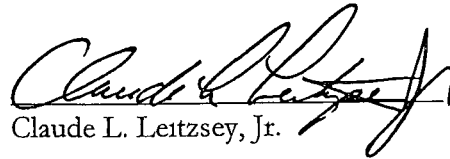
PERSONALLY APPEARED BEFORE ME CLAUDE L. LEITZSEY, JR , WHO
FIRST BEING DULY SWORN, STATES THE FOLLOWING.

1. This is to correct and clarify a point made in paragraph 13 of our affidavit of
July 28, 2011 in this matter

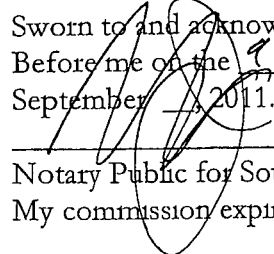
2 On April 7, 2011 we sent to our attorney Kenneth E. Ormand, Jr an email
that had an attachment containing the Notice of Lien, Summon and Complaint that were
served on us in this lawsuit brought by Carolina Refrigeration Services This attachment
contained approximately 7MB of data On April 18, 2011 we sent a second email to Mr.
Ormand that included the pleadings in the case Grow Electric brought against us along with
the same material from Carolina Refrigeration These attachments contained
approximately 20MB of data

3 This April 18 email contained the Carolina Refrigeration material because I
used my April 7 email to Mr Ormand as a template for this one

4 These two emails with attachments were sent by the undersigned and I did not receive any notices of non-delivery from either my home internet provider Comporium or from my email host Hotmail


Claude L. Leitzsey, Jr.

Sworn to and acknowledged
Before me on the 9 day of
September 11, 2011.



Notary Public for South Carolina
My commission expires: 4/21/21

COPY

STATE OF SOUTH CAROLINA
COUNTY OF LEXINGTON

) IN THE COURT OF COMMON PLEAS
) ELEVENTH JUDICIAL CIRCUIT
)

Carolina Refrigeration Services, Inc.,)

Plaintiff,)

vs.)

Claude L. Leitzsey, Sr., Claude L.
Leitzsey, Jr., Lisa M. Leitzsey and
Branch Banking & Trust Company,)

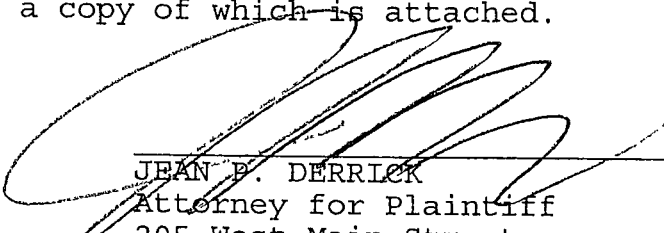
Defendants.)

Case No. 2011-CP-32-1369

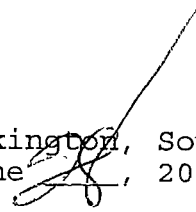
NOTICE OF FILING

TO: GERALD JOWERS, ESQ., ATTORNEY FOR DEFENDANTS LEITZEY AND
STEVEN B. LICATA, ESQ., ATTORNEY FOR DEFENDANT BRANCH
BANKING & TRUST COMPANY:

YOU WILL PLEASE TAKE NOTICE that Plaintiff hereby files its
License Number M108369, a copy of which is attached.



JEAN B. DERRICK
Attorney for Plaintiff
205 West Main Street
P. O. Box 929
Lexington, SC 29071
Telephone: (803) 359-6189
Fax: (803) 808-1657
jderrick@windstream.net


Lexington, South Carolina
June 28, 2011

Sandra Shaw

To: kmcmahonj@sccourts.org, kmcmahonlc@sccourts.org
Cc: LCOMER@LEX-CO.COM, Gerald Jowers
Attachments: image659.pdf, image661.pdf

LAW OFFICES OF

Jean Perrin Derrick, LLC

ATTORNEY AT LAW

205 West Main Street
P.O. BOX 929
Lexington, South Carolina 29072

Telephone
(803) 359-6189
Fax No 808-1657
Email: jderrick@windstream.net

January 20, 2012

Hon. R. Knox McMahon

Re: Carolina Refrigeration Services, Inc. vs. Leitzsey, et.al.
2011-CP-32-1369

Dear Judge McMahon:

Attached please find a Motion to inspect the computers of Claude L. Leitzsey, Jr. and Lisa M. Leitzsey, and Kenneth E. Ormand, Jr. Your Honor will recall you earlier held Defendants in default. However, Defendants have filed a 59(e) Motion, and attached to it a new affidavit which contains new allegations, regarding the inspection of computers solely within the control of Defendants or their attorney.

I called defense attorney Gerald Jowers and requested that my computer expert, William Boling, have access to these computers, but Mr. Jowers declined. Thus the Motion.

I would respectfully request that your Honor hear and determine my present Motion for inspection, prior to entertaining arguments on the 59(e) Motion. The State Supreme Court very timely this week, Graham Law Firm vs. Mohamed Makawi (Opinion attached) opined that it is proper to allow the parties to conduct discovery on these pretrial issues.

Thank you for your Honor's consideration of this request.

Sincerely,
JEAN P. DERRICK

JPD/sss

Attachment

Cc: Lisa Comer

Gerald G. Jowers, Esq., w/Attachment

Kenneth E. Ormand, Jr., Esq., w/Attachment

Mr. Christopher Hutnyak, w/Attachment

**THE STATE OF SOUTH CAROLINA
In The Supreme Court**

Graham Law Firm, P A , Appellant,

v

Mohamed Makawi, Individually and d/b/a
International House of Pancakes, and MKKM, Inc.,
Respondents.

Appeal From Florence County
W. H. Seals, Jr., Circuit Court Judge

Opinion No 27086
Heard October 19, 2011 – Filed January 17, 2012

REVERSED AND REMANDED

Edward L. Graham and Mary H. Watters, both of
Graham Law Firm, of Florence, for Appellant

Walker H Willcox and E Lloyd Willcox, II, both of
Willcox, Buyck & Williams, of Florence, for
Respondents.

JUSTICE PLEICONES: Appellant, Graham Law Firm (Graham), appeals the trial court's order granting respondents' motion to set aside default judgment on the grounds that the court lacked jurisdiction based upon inadequate service of process. Because we find that appellant was not given sufficient opportunity for discovery and cross-examination of witnesses on the matter of authorization to accept service of process, we reverse and remand for further proceedings consistent with this opinion.

FACTS

In 2007 Graham filed suit against Respondents MKKM, Inc., and Mohamed Makawi, individually and doing business as International House of Pancakes, seeking payment for professional services. Graham served both complaints on Makawi, who is MKKM's president and registered agent for service of process, by certified mail, return receipt requested, restricted delivery, at the

IHOP location in Florence, South Carolina. The documents sent to Makawi individually were signed for by Kim Richardson, while those mailed to him as agent for MKKM were signed for by Ana Carvajal. The circuit court found that Edward Graham of Graham Law Firm received a phone call from Makawi in which Makawi acknowledged receipt of the summons and complaint and asked for copies of the itemized bill.

Neither Makawi nor MKKM filed an answer to the complaint, and Graham's motions for entry of default and default judgment were granted. Graham served a copy of the order granting default judgment by certified mail on Makawi and Makawi as registered agent of MKKM, and the return receipt was signed by [illegible] Makawi. In March 2009, counsel for respondents contacted Graham to request information about the judgment.

Thereafter, respondents filed a Rule 60(b), SCRCP, motion for relief from judgment alleging improper service based, among other arguments, upon the certified mail having been signed for by unauthorized persons. At the hearing on the 60(b) motion, the only evidence offered in support of the motion was an affidavit from Makawi in which he stated that he was the only person authorized to receive service of process for MKKM, IHOP, or himself individually; that Richardson was a bookkeeper for MKKM with no administrative duties; that he had never heard of Carvajal and that she had never worked for him or for MKKM; and that he had not been made aware of the lawsuit until more than a year after the default judgment was entered. Graham presented evidence of its efforts to serve the summons and complaint and notice of default on Makawi as well as evidence that Carvajal had worked as a hostess at IHOP.

The trial court denied respondents' motion to set aside the default judgment, finding that Makawi had telephoned Graham acknowledging receipt of the summons and complaint in March 2007 and had received proper notice of the entry of default in May 2007, that Carvajal had worked at IHOP, and that Makawi's affidavit was "unconvincing under these circumstances." Respondents filed a Rule 59(e), SCRCP, motion to alter or amend the judgment and submitted a second affidavit from Makawi. Graham's brief in response included requests for discovery and cross-examination.

After reconsideration, the trial court issued an order granting respondents' motion. The court's order accepted the assertions of the second affidavit that Carvajal was not authorized to receive service of process on behalf of MKKM and that Richardson was unauthorized to receive it on behalf of Makawi individually. Graham then filed a Rule 59(e) motion to alter or amend the judgment, including a request for a ruling on the discovery request made in its brief in opposition to respondents' 59(e) motion, which the trial court denied.

Graham timely appealed the orders granting respondents' Rule 60(b) motion and denying Graham's Rule 59(e) motions. This matter was certified from the Court of Appeals pursuant to Rule 204(b), SCACR.

ISSUES

1. Did the trial court err in holding that the service of process on respondents was not effective?
2. Did the trial court err when it accepted the contents of Makawi's second affidavit despite having found Makawi's first affidavit unreliable?
3. Did the trial court err when it failed to grant Graham's request for discovery and cross-examination?

DISCUSSION

I. Service of Process

The trial court's findings of fact regarding validity of service of process are reviewed under an abuse of discretion standard Clark v. Key, 304 S.C. 497, 500, 405 S.E.2d 599, 601 (1991)

Rule 4(d)(8), SCRCP, sets forth the requirements for effective service of process by certified mail in relevant part:

Service by Certified Mail. Service of a summons and complaint upon [an individual or corporate] defendant . . . may be made . . . by registered or certified mail, return receipt requested and delivery restricted to the addressee. Service is effective upon the date of delivery as shown on the return receipt. Service pursuant to this paragraph shall not be the basis for the entry of a default or a judgment by default unless the record contains a return receipt showing the acceptance by the defendant. Any such default or judgment by default shall be set aside pursuant to Rule 55(c) or Rule 60(b) if the defendant demonstrates to the court that the return receipt was signed by an unauthorized person.

As we have noted, "[w]hen the civil rules on service are followed, there is a presumption of proper service." Roche v. Young Brothers, Inc., 318 S.C. 207, 211, 456 S.E.2d 897, 900 (1994). Once the plaintiff has demonstrated compliance with the rules, the defendant can rebut an inference that service was effected only by showing "that the return receipt was signed by an unauthorized person." Rule 4(d)(8), SCRCP.

The class of persons authorized to sign on behalf of defendants is narrow. "Actual appointment for the specific purpose of receiving process normally is expected and the mere fact a person may be considered to act as defendant's agent for some purpose does not necessarily mean that the person has authority to receive process." Moore v. Simpson, 322 S.C. 518, 473 S.E.2d 64 (Ct. App. 1996). Service on an employee is effective when the employee has apparent authority to receive it on behalf of the employer. See Richardson v. P.V., Inc., 383 S.C. 610, 682 S.E.2d 263 (2009) (holding that hotel receptionist had authority to receive service of process where she was only employee present in office, which represented to third parties that she was in charge).

An agent's high level of actual or apparent responsibility suffices to permit service to be effective as against the principal. See Richardson, supra; Roberson v. Southern Finance of South Carolina, Inc., 365 S.C. 6, 615 S.E.2d 112 (2005) (holding that service on clerical employee of registered agent was improper); Burris Chemical, Inc. v. Daniel Construction Co., 251 S.C. 483, 163 S.E.2d 618 (1968) (finding that an acting general superintendent in charge of fifteen men was an agent upon whom service could be made). This Court has also held service on a corporate officer effective as against the corporation. Roche, supra

The trial court ruled that Graham's attempt to serve the summons and complaint on respondents by certified mail was not effective because, although Graham followed the proper steps for service by certified mail, the respondents met their burden of demonstrating that the return receipts were signed by unauthorized persons and thus no effective service was made.

Graham contends that the trial court erred when it ruled that proper service on respondents was not effected, in part because it used the wrong legal standard, requiring specific authorization for receipt of service of process.

In this case, the return receipt for the summons and complaint served on Makawi individually was signed for by Richardson, an employee of MKKM who is described by Makawi as a bookkeeper with no administrative responsibility and by Graham as an office manager with substantial authority. Makawi asserts that he has never authorized Richardson to receive service of process for him individually. The return receipt for the summons and complaint served on Makawi as registered agent for MKKM was signed for by Carvajal, a hostess at the IHOP restaurant. Respondents describe Carvajal's position as an entry-level one entailing no managerial duties. The trial court, recognizing both actual and apparent authority as bases for finding effective service, found that Richardson and Carvajal were not authorized to receive service of process on behalf of respondents based upon Makawi's assertions to that effect in the second affidavit and the absence of evidence offered by Graham to establish that Richardson or Carvajal possessed apparent authority.^[1]

Respondents argue that, as a matter of law, Richardson could not have been authorized to sign the return receipt on behalf of Makawi individually because South Carolina law permits service of process on an agent for a corporation but not for an individual, citing Langley v. Graham, 322 S.C. 428, 472 S.E.2d 259 (Ct. App. 1996). Langley held that service of process by means of certified mail was ineffective when the return receipt was signed by the defendant's sister. The Court of Appeals noted that

Although the [Supreme] Court in Roche states Rule 4(d)(8) "does not require the specific addressee sign the return receipt," we think the Court intended to limit the force of the statement to service upon corporations. Service on a corporation may only be accomplished by service upon an authorized person; thus, a corporate defendant accepts service of process when a person authorized to accept service does so for the corporation. On the other hand, an individual ordinarily accepts service under the rule when he signs the return receipt. If the rule permitted acceptance by anyone who happens to pick up the mail, the requirement that delivery of the suit papers by certified mail be restricted to the addressee would have no meaning.

322 S.C. at 431 n.2, 472 S.E.2d at 261 n.2.

We now clarify Roche, which the Court of Appeals read too narrowly in Langley. A rule permitting certain persons to receive service of process on behalf of others does not imply that "anyone who happens to pick up the mail" can stand in for the defendant. As with corporations, the class of persons who may receive service of process on behalf of an individual is limited. Nevertheless, an individual is as competent as any other entity to confer authority on an agent. Rule 4(d)(1), SCRCP, itself contemplates service on the agent of an individual, permitting service "[u]pon an individual . . . by delivering a copy to an agent authorized by appointment to receive service of process." ^[2]

Thus, although Richardson could have been authorized to receive service of process on behalf of Makawi, the trial court's finding that Richardson and Carvajal were unauthorized persons within the meaning of Rule 4(d)(8) is sufficiently supported by the evidence in the record—or, specifically, the lack of evidence in the record to rebut Makawi's affidavit. The trial court found that Graham had not offered "any evidence of declarations or conduct on the part of the [respondents] that could potentially give rise to apparent authority in Richardson or Carvajal." Thus, we cannot say that the trial court abused its discretion when it made this determination.

II. Reliability of Affidavit

Graham contends that the trial court improperly relied on respondents' assertions in Makawi's

second affidavit that Richardson and Carvajal were unauthorized to receive service of process because the trial court found in its first order that Makawi's first affidavit was "unconvincing." Because this finding has not been appealed or amended, Graham argues it is therefore the law of the case

This argument lacks merit. Rule 59(e) allows a court to reconsider its earlier ruling. Moreover, the substantive assertions that the judge found to be unconvincing in the first affidavit were either not repeated in the second affidavit or were portions on which the trial court did not rely when it granted respondents' Rule 59(e) motion. The result advanced by Graham would deny the fact finder's right to accept all, some, or none of the testimony of a particular witness. See, e.g., Glover v. Columbia Hospital of Richland County, 236 S.C. 410, 418, 114 S.E.2d 565, 569 (1960) ("The well-established rule in this state is that if there is any testimony whatever to go to the jury on an issue involved in a cause, or even if more than one inference can be drawn from the testimony then it is the duty of the judge to submit the cause to the jury. This is true, even if witnesses for the plaintiff contradict each other, or if a witness himself in his testimony makes conflicting statements.") (internal quotation marks and citation omitted). Graham would have us hold that, having found one affidavit unreliable, the trial court was precluded from accepting any statement from Makawi as reliable throughout the remainder of the proceedings. Thus, the trial court did not err in finding some statements in Makawi's second affidavit credible despite having found that the first affidavit was not.

III. Discovery and Cross-Examination

Graham further contends that the trial court erred when it failed to grant Graham's request for discovery and cross-examination in connection with respondents' Rule 59(e) motion. Graham contends that, in light of the determinative nature of the court's findings regarding jurisdiction, the court erred when it denied Graham an opportunity to fully explore the factual issues involved through further discovery and cross-examination of witnesses. We agree.

"Where important decisions turn on questions of fact, due process often requires an opportunity to confront and cross-examine adverse witnesses." Brown v. South Carolina State Board of Education, 301 S.C. 326, 329, 391 S.E.2d 866, 867 (1990) (citing Goldberg v. Kelly, 397 U.S. 254 (1970)); see South Carolina Department of Social Services v. Holder, 319 S.C. 72, 459 S.E.2d 846 (1995) (right to confrontation applies in civil context).

The Court of Appeals explained the application of due process concerns to issues of personal jurisdiction:

When the plaintiff can show that discovery is necessary in order to meet defendant's challenge to personal jurisdiction, a court should ordinarily permit discovery on that issue unless plaintiff's claim appears to be clearly frivolous. However, where a plaintiff's claim of personal jurisdiction appears to be both attenuated and based on bare allegations in the face of specific denials made by defendants, the court need not permit even limited discovery confined to issues of personal jurisdiction if it will be a fishing expedition. When a plaintiff offers only speculation or conclusory assertions about contacts with a forum state, a court is within its discretion in denying jurisdictional discovery.

Sullivan v. Hawker Beechcraft Corporation, 2011 WL 4444085 (Ct. App. Sept. 21, 2011) at *3 (internal quotation marks and citations omitted) [3]

In this case, Graham's claim of personal jurisdiction over Makawi and his corporation through service on their agents is not conclusory, frivolous, or attenuated. Kim Richardson, who signed

the receipt for the summons and complaint sent to Makawi individually, may have had authority to accept them if she did serve as an office manager with significant authority as an employee of IHOP or by virtue of the services Graham alleges Richardson performed for Makawi personally [4]

With regard to MKKM, Graham has claimed no greater status for Carvajal as an MKKM employee than that she was a hostess at IHOP for a few months. Even if it seems unlikely that further discovery will demonstrate that she had sufficient authority or responsibility to be deemed an agent for purposes of service of process on MKKM, Graham's claim that MKKM was properly served is not conclusory, frivolous, or attenuated, given that she was an employee of MKKM and signed the return receipt

Not only has Graham made a sufficient showing to entitle it to discovery on the issue of jurisdiction, but it must receive a full and fair opportunity to be heard on the matter, because the findings with regard to service of process may determine the merits of the case in chief. See Wetzel v. Woodside Development Limited Partnership, 364 S.C. 589, 615 S.E.2d 437 (2005) (finding that an order granting a motion to set aside an entry of default for improper service effectively dismisses an improperly served party from the action); Archangel Diamond Corp. v. Lukoil, 123 P.3d 1187 (Colo. 2005) (holding that a trial court's findings related to personal jurisdiction could later be preclusive). Because a finding that a party was not properly served for purposes of a motion to set aside an entry of default judgment is binding with regard to the remainder of the litigation, such a ruling may "in effect determine[] the action" or "strike[] out . . . [a] pleading in [an] action." S.C. Code Ann. § 14-3-330(a), (c).

In this case, if the court finds that no proper service was effected, Graham will be unable to dispute a statute of limitations defense.[5] Thus, due process requires that Graham receive an opportunity to conduct adequate discovery on this question and confront adverse witnesses

Respondents argue that Graham had an opportunity for discovery beginning with the respondents' motion for relief from the entry of default judgment that was filed on May 21, 2009, and failed to avail itself of it, not formally requesting an opportunity for discovery until its September 8 motion following the judge's order granting relief from the entry of default judgment on August 31. Graham denies that it had reason to request discovery until the August 31 order because the only evidence presented by respondents to support the associated motion was the second affidavit, which it views as only a "broadened and embellished" revision of the first affidavit that the trial court had found unreliable

Respondents cite Richardson v. P.V., Inc., *supra*, in support of their contention. In Richardson, at the hearing on the appellants' motion to set aside an entry of default, they argued only defective service, asking that the court schedule a later hearing to consider setting aside the default on grounds of mistake, inadvertence, surprise or excusable neglect if the court found that service was not defective. 383 S.C. at 616-17, 682 S.E. 2d at 266. The appellants also indicated at the hearing that they did not believe they needed to present evidence on the good cause issue, and they did not seek a continuance to permit completion of discovery. *Id.* at 618, S.E. 2d at 267.

Unlike the Richardson appellants, Graham did not bear the burden of production on this issue at this stage [6]. Further, the record in this case is replete with instances of the respondents' delay and receipt of additional time,[7] and it would be inequitable to hold Graham to a strict standard on this issue when the respondents have had both ample time and the opportunity to withdraw and amend their own scant evidentiary submissions to conform to the evidence presented by Graham. Also unlike the Richardson appellants, Graham fully explained to the trial court its need to conduct discovery and cross-examine witnesses. Moreover, no hearing was held in connection with the respondents' Rule 59(e) motion at which Graham could have cross-

examined Makawi or other witnesses. On this record, it cannot be said that Graham had a full and fair opportunity to be heard on an issue that may be determinative of its legal rights.

In light of this decision, we need not reach Graham's remaining arguments.

CONCLUSION

We reverse the order of the trial court and remand the case for further proceedings consistent with this opinion.

REVERSED AND REMANDED.

TOAL, C.J., BEATTY, KITTREDGE and HEARN, JJ., concur.

[1] As explained below, we find that the trial court wrongly denied Graham's request that he be allowed to look for such evidence and cross-examine witnesses on this issue.

[2] In Moore v. Simpson, 322 S.C. 518, 473 S.E.2d 64 (Ct. App. 1996), the court, after citing the language of Rule 4(d)(1) and 4(d)(3) permitting service on an authorized agent, found that no proper service took place because the plaintiffs failed to show that a receptionist was authorized to receive service of process for an attorney either individually or on behalf of the law firm.

[3] Sullivan dealt with minimum contacts analysis for out-of-state defendants, but the same reasoning applies to the question of whether a plaintiff is entitled to discovery in order to obtain evidence tending to show that the court has jurisdiction over an in-state defendant. The Sullivan court further noted that "a plaintiff is not required to assert he will be 'meritorious' on personal jurisdiction; rather, he must demonstrate enough facts to support a prima facie showing [of jurisdiction]." The plaintiff may allege the necessary facts in the complaint or present them by way of affidavit. See Sullivan at *2, citing Coggeshall v. Reproductive Endocrine Associates of Charlotte, 376 S.C. 12, 16, 655 S.E.2d 476, 478 (2007).

[4] We express no opinion on the question of whether employees of IHOP can be considered employees of Makawi for purposes of this dispute.

[5] Graham has conceded that if service was improper, no action was commenced within the applicable limitations period.

[6] After Graham established that it had performed all requirements of Rule 4(d)(8), the burden shifted to respondents to show that the receipts were signed by unauthorized persons. Roberson, 365 S.C. at 10, 615 S.E. 2d at 115.

[7] Respondents' first motion for relief from default judgment was unsupported, the first affidavit was served in an untimely manner, and respondents failed to enter the motion for relief from default judgment until more than two years after they knew of the lawsuit (the trial court found that Makawi called Graham acknowledging receipt of the summons and complaint in March 2007).

STATE OF SOUTH CAROLINA)
)
COUNTY OF LEXINGTON)

IN THE COURT OF COMMON PLEAS
ELEVENTH JUDICIAL CIRCUIT

Case No.2011-CP-32-1369

Carolina Refrigeration Services, Inc.,)
)
 Plaintiff,)
)
vs.)
)
Claude L. Leitzsey, Sr., Claude L.)
Leitzsey, Jr., Lisa M. Leitzsey and)
Branch Banking & Trust Company,)
)
 Defendants.)
)

NOTICE OF MOTION AND
MOTION

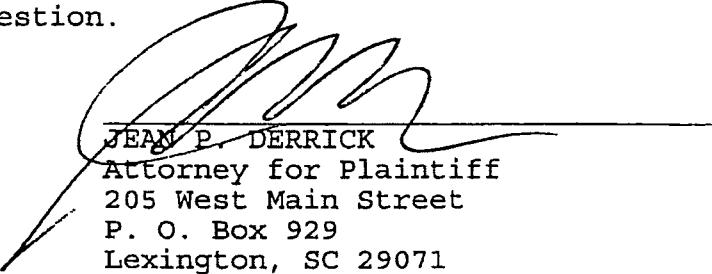
TO: GERALD D. JOWERS, ESQ., ATTORNEY FOR DEFENDANTS:

YOU WILL PLEASE TAKE NOTICE that the undersigned, as attorney for Carolina Refrigeration Services, Inc., will appear before the Honorable Knox McMahon, at a date and time to be noticed, and move for an Order granting the following relief:

1. Prior to the Court's consideration of Defendants' SCRCF Rule 59(e) Motion, granting Plaintiff's expert William D. Boling access to the computer, server and associated spam filter appliance or application utilized by Defendants purportedly to transmit the pleadings to their lawyer, and further, access to the computer, server, and associated spam filtering appliance or application of Defendants' lawyer Kenneth Ormand for the purpose of inspection.

The grounds for this motion are that, because Defendants in a post-Order motion have submitted a new affidavit to the Court, where Defendants' expert has accessed Defendants' computer, and purports to make certain statements, Plaintiff's expert should likewise have access to this computer and server to investigate relevant technical issues further as a simple matter of fairness and a level playing field.

Also, the issue of whether or not the pleadings were in fact received, or not, by Defendant's attorney is crucial, and Defendants' expert, in his post hearing affidavit, fails to address this relevant question.

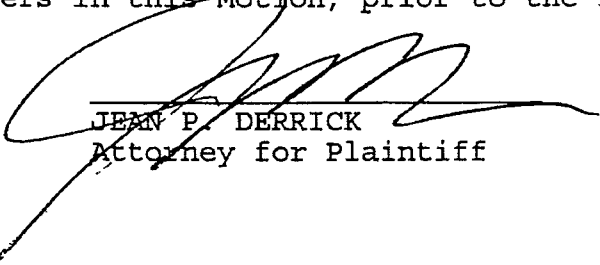


JEAN P. DERRICK
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jderrick@windstream.net

Lexington, South Carolina
January 20, 2012

RULE 11 CERTIFICATION

I hereby certify that I communicated with Gerald Jowers in an effort to resolve the matters in this Motion, prior to the filing of this Motion.



JEAN P. DERRICK
Attorney for Plaintiff

STATE OF SOUTH CAROLINA	)	
	)	IN THE COURT OF COMMON PLEAS
COUNTY OF LEXINGTON	)	
Carolina Refrigeration Services	)	2011-CP-32-1369
	)	
Plaintiff,	)	
	)	
	)	
Claude L. Leitzsey, Sr.,	)	RETURN TO MOTION FOR
Lisa M. Leitzsey, Claude L. Leitzsey,	)	ENTRY OF DEFAULT
Jr. and Branch Banking and Trust	)	
	)	
Defendants,	)	
	)	
	)	

This is a Return to the motion made by Plaintiff for entry of default judgment. This is an action for the foreclosure of a mechanic's lien. Defendants Leitzsey are the owners of the real property that is the subject to this action.

In June of 2010, Defendants Claude Leitzsey, Jr. and Lisa Leitzsey contracted with a homebuilder Baudo and Associates Home Builders, Inc , for the construction of a residence on this property. The Plaintiff was a subcontractor of the builder Baudo. Construction on this house began and these Defendants paid the builder as progress payments were requested by the builder.

In late December of 2010, these Defendants were served with a Notice of Mechanics Lien from a company called Big Red Enterprises and in January, Stock Building supply filed a lien, both of these liens was for material and/or labor purchased by the builder Baudo. After the filing of these liens, these Defendants retained Attorney Kenneth E. Ormand, Jr. who timely answered the complaint of Big Red. The subsequently filed complaint of Stock was also answered

On February 3, 2011, their builder Baudo told these Defendants that it was unable to complete the project. On that date the home was not nearly completed. These Defendants then completed the house on their own without the assistance of a general contractor or licensed home builder

The contract price with the builder Baudo was \$475,184.00; these Defendants paid the builder on this contract \$422,594.00. The last payment to the builder was made before the filing of any of the Mechanics Liens. These Defendants completed the house but the cost was substantially higher than the amount remaining on the contract with the builder. The additional cost was

\$83,803.22 plus Baudo owed them credits of \$4,400.00 and this total exceeded the amount due on the contract by \$38,332.18.

On April 7 and 8th, these Defendants were served with a Summons and Complaint by the Plaintiff in this matter. On the day of service, Defendants Leitzsey converted these documents along with the notice of the lien that was served a few days earlier to an electronic file and forwarded by email to Mr. Ormand. These Defendants assumed that the email was received and that Mr. Ormand was answering the complaint.

Mr. Ormand did not receive the email for some unknown reason, perhaps because the attachment to the email containing the electronic file of the documents was too large to be sent over the Hotmail account of these Defendants. These Defendants subsequently learned that such large files can not be transmitted reliably by many email providers including Hotmail.

After the time for Answering had expired, Defendant Claude Leitzsey made reference to this action along with other matters to Mr. Ormand in an email concerning the various lawsuits. Mr. Ormand realized that he had not heard of this action and then immediately checked the records of the Clerk of Court and discovered the filing of this suit.

Rule 55 (c) of the South Carolina Rules of Civil Procedure provide that “for good cause shown the court may set aside an entry of default...” Numerous cases of involving “good cause” have held that this determination is addressed to the sound discretion of trial court and the standard is more lenient than the standard for granting relief from a judgment on the ground of mistake, inadvertence, or excusable neglect or newly discovered evidence.

In the case of the case of Top Value Homes, Inc. v. Harden, 435 SE 2nd 427, the Court of Appeals said the trial court must consider the following factors.

1. The time the defendants motioned for relief
2. Whether the Defendant has meritorious Defense.
- 3 The degree of prejudice to the Plaintiff if relief is granted.

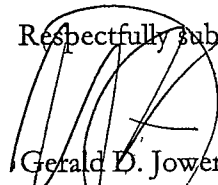
In this case, there was not entry of default so these Defendants served and filed their answers on June 20, 2011, only 44 days had elapsed since the time for answering. These Defendants have a completely meritorious defense. These Defendants paid their builder Baudo for the work of Plaintiff. Their cost to complete the home exceeded the amount remaining on the contract with the builder and thus under section 29-5-40 of the Code they do not owe the subcontractors of the builder anything. They are innocent parties and victims of a home builder that did not pay its suppliers and subcontractors when it received payment for their work. There is absolutely no prejudice to the Plaintiff

In addition and as an additional defense that is raised in their Answer, these Defendants contend the Notice of Lien filed by Plaintiff did not comply with section 29-5-15 of the Code of Laws of South Carolina, 1976 as Amended that provides “ To file a mechanic’s lien, a contractor must provide the county clerk of court or register of deed proof that he is licensed or registered...” and as “ As proof of Licensure or registration, the contractor must record his contractor license number or registration number on the lien document when the lien document is filed ” The Plaintiff did not do this. Mechanic’s Liens are a creature of statute and the statutes authorizing it must be strictly followed.

The reliance on electronic communication is near universal in society and in the practice of law. The reliance of the Defendants on rapidly transmitting the summons and complaint by electronic mail to their retained counsel is justified and certainly understandable. These Defendants were unaware that the material had not been received by their retained counsel in this ongoing litigation. As soon as the error was discovered the Complaint was answered.

In Kim v. Melton, 664 SE 2nd 487, the Court of Appeals quoted from a prior case and said Rule 55 (c) should be “liberally construed to promote justice and dispose of cases on the merits.” This case should be decided on its merits and not because of an electronic glitch. These Defendants should not be held in default and the matter should proceed to a trial on the merits.

Respectfully submitted,

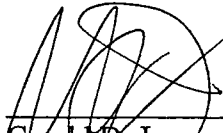


Gerald D. Jowers
Attorney for Defendants Leitzsey

September 8, 2011

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.



Gerald D. Jowers
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803-765-9620
Attorney for Appellants

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