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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In The Court of Appeals

APPEAL FROM BEAUFORT COUNTY
Honorable Marvin H. Dukes, III, Master-in-Equity and Special Circuit Court Judge
Case No. 2015-CP-07-2599

Appellate Case No. 2016-002021

CGBS Residential, LLC,

Respondent,

v.

Christopher Briggs,

Appellant.

RECORD ON APPEAL

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BEAUFORT SC 29901

JAMES JOHN WEGMANN
WEIDNER, WEGMANN & HARPER, LLC
6 PROFESSIONAL VILLAGE CIRCLE
BEAUFORT SC 29907

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INDEX

Order of August 25, 2016	2
Complaint	13
Transcript.....	28
Respondent's Damages Hearing Exhibits	
Exhibit 4	126
Exhibit 5	129
Exhibit 6	132
Exhibit 7	153
Exhibit 8	168
Exhibit 9	173
Certificate of Appellant	175

Order of August 25, 2016

STATE OF SOUTH CAROLINA

COUNTY OF BEAUFORT

CGBS RESIDENTIAL, LLC,

Plaintiff,

vs.

CHRISTOPHER BRIGGS,

Defendant.

IN THE COURT OF COMMON PLEAS

Case No.: 2015-CP-07-2599

FINAL ORDER

This matter came before me on the 27th day of July 2016 at the Beaufort County Courthouse on the Plaintiff's Motion for Damages Hearing. Present at the appointed place and time were the Plaintiff and his attorney, James J. Wegmann, and the Defendant's Attorney, Benjamin T. Coppage. Prior to the start of the hearing, the Defendant, through his counsel, filed a Motion to Compel Arbitration, to Dismiss and a Motion to Set Aside the Default.

PROCEDURAL HISTORY

This action was commenced on October 10th 2015 with the filing of a Summons and Complaint. The Defendant was personally served on November 11th, 2015. On or about December 4th, 2015, Defendant's prior counsel of record contacted the Plaintiff's attorney requesting an extension of time to file responsive pleadings. Plaintiff's counsel granted the Defendant an extension until January 25th, 2016. With no responsive pleadings filed, Plaintiff filed an Affidavit of Default on January 29th, 2016. The Plaintiff served the Affidavit of Default on the Defendant, by first class mail, at the same address he was originally personally served the Summons and Complaint, and on the Defendant's

prior attorney who requested the extension of time to file responsive pleadings. On March 4th, 2016, the Defendant's prior counsel filed a Notice of Motion and Motion to be Relieved as Counsel. On April 6th, 2016, the Defendant's counsel's motion was heard and the relief requested granted with the Defendant's counsel to prepare the order for the Court's signature. On June 9th, 2016, Plaintiff filed a Motion for Damages hearing. On June 15th, 2016, the Clerk of Court issued an order of Reference to the Master in Equity that further indicated the Defendant was "in default" and that, to date the Defendant had not filed any responsive pleadings, a motion to set aside the default, or a motion to enlarge the Defendant's time to answer.

The Defendant was served with the Notice of the Damages hearing by first class mail at the same address he was personally served and was subsequently served with the Affidavit of Default. On July 25th, 2016 the Defendant, through new counsel, filed a Motion to Enforce Arbitration, a Motion to Dismiss and in the alternative a Motion to Set Aside the Default. Having heard the arguments of counsel, considered the documents of record, the testimony of the witnesses, etc., I make the following:

FINDINGS OF FACT AND CONCLUSIONS OF LAW

On the matter of the Defendant's motions, Defendant first argues that the contract the parties signed required the parties to arbitrate their agreement and therefore, the Plaintiff's Summons and Complaint should be dismissed. I find that argument to be without merit. South Carolina Code § 15-48-10(a), and the case law interpreting it, are very clear, notice that a contract is "subject to arbitration pursuant to this chapter shall be typed in underlined capital letters, or rubber-stamped prominently, on the first page of the contract and unless such notice is displayed thereon the contract shall not be subject to

arbitration.” The Supreme Court of South Carolina in *Zabinski v. Bright Acres Associates*, 346 S.C. 580, 588-589, 553 S.E.2d 110 (S.C. 2001) stated the terms of section 15-48-10(a) are “clear, and those terms must be applied according to their literal meaning.” In the contract in question, the arbitration notice appears in the body of the contract on the second page. The statutory requirements of S.C. Code § 15-48-10(a) are not present on the first page of the contract and therefore the arbitration clause is not enforceable. Consequently, the Defendant’s Motion to Dismiss based on the enforcement of the arbitration clause is also without merit.

The Defendant next argues that “for good cause shown,” the Defendant should be relieved of default pursuant to Rule 55(c), SCRCF. The Defendant properly recites the factors to be considered in setting aside an “entry of default” under Rule 55(c), SCRCF, as outlined in *Wham v. Shearson Lehman Bros., Inc.*, 298 S.C. 462, 381 S.E.2d 499 (Ct. App. 1989). The Plaintiff, however, argued that a “default judgment” had already been entered and that the Defendant must seek relief pursuant to Rule 60(b), SCRCF which is a much “more rigorous than the “good cause” standard established in Rule 55(c).” *Sundown Operating Company v. Intedge Industries, Inc.* 383 S.C. 601, 608, 681 S.E.2d 885, 888 (S.C. 2009).

The Court finds that an order of default has already been entered as recited in the order of reference filed on June 15th, 2016 and as further noted in this Court’s order of July 13th, 2016. Therefore, the Court finds that the Defendant would be required to seek relief pursuant to Rule 60(b), SCRCF in order to have the “order of default” set aside. With that said, having reviewed the Defendant’s affidavit and argument of counsel, the Court finds that the Defendant has failed to meet the showing of “good cause” under Rule

55(c), SCRPC. The inability to meet the minimum standard under Rule 55(c) necessarily dictates that the Defendant has not met the rigorous burden under Rule 60(b). Consequently, the Court finds that the Defendant is not entitled to relief under either Rule 55(c) or Rule 60(b). The Defendant, through counsel argues that the first time the Defendant realized that he was in default was when he received the Notice of Hearing, etc. for the July 27th, 2016 damages hearing. The Court finds that argument to be without merit and that argument alone, even if accurate, would not rise to the level required by either standard to set aside the default.

The Defendant was personally served on November 22nd, 2016 with the Summons and Complaint at 27 Lady's Walk, Beaufort, SC 29907. Thereafter the Defendant was served with the Affidavit of Default on February 3rd, 2016 by first class mail at the same 27 Lady's Walk address. Finally, the Plaintiff served the Defendant by first class mail at the same 27 Lady's Walk address with a copy of the Court's July 13th, 2016 Order of Continuance and the Notice of Hearing for the July 27th, 2016 Damages Hearing. Clearly the Defendant received the Summons and Complaint and the Notice of Hearing at the 27 Lady's Walk address. The personal service of the Summons and Complaint promoted the Defendant to have his prior counsel call the Plaintiff's attorney. Likewise, the service of the Notice of Damages Hearing gave rise to the Defendant hiring a second counsel to file the motions for arbitration, dismissal and to set aside the default. Consequently, the Court finds the Defendant had notice of the entry of default on or about February 3rd, 2016 which is over five (5) months from the point that the Defendant finally filed some responsive pleading in the form of the motion to enforce arbitration, dismiss and to set aside the default.

Additionally, given the Defendant has: (1) a law enforcement background; (2) has had the benefit of counsel in this matter since approximately early December of 2015; and (3) nearly six (6) months have passed since the expiration of the extension granted to Defendant to file responsive pleadings, it is incomprehensible that the Defendant didn't know he was in default. For all the reasons stated above, the Court is not persuaded that the Defendant has met the minimal standards of Rule 55(c) or the rigorous standards of Rule 60(b) and therefore the Defendant's motions are denied and the Court proceeded with the damages hearing.

As such, the allegations contained within the Plaintiff's Complaint are deemed admitted. The Court will not fully recite them verbatim in this order but any of the allegations contained in the Complaint not recited herein, are hereby incorporated by reference in this order as if fully recited herein. Now therefore, the Court finds as follows on the matter of damages:

1. The Court has jurisdiction over the subject matter and individuals in this case. Venue is appropriate in this matter and the matter was properly referred to this Court.

2. On or about March 26, 2015, for valuable consideration, the Plaintiff and Defendant entered into the Agreement wherein Plaintiff agreed to act as a construction manager and perform the duties of a construction manager in accordance and as enumerated in their written Agreement.

3. The Agreement concerned the construction of a residence located at 6 Governor Blake Ct., Beaufort, SC 29907, the ("Project") in which the Defendant was acting as his own builder/contractor as evidenced by the "Unlicensed Residential

Builder's Disclosure Statement" recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3387 at Page 1908.

4. The Agreement required the Plaintiff to perform certain duties on behalf of Defendant and for the Defendant to compensate the Plaintiff the sum of 8% of the total cost of the Project as a Construction Management Fee. Said fee was to be paid in monthly draws at a rate of \$2,000.00 per month for a period not to exceed ten (10) months with a final payment based on 8% of the total construction cost minus the monthly draws taken to date.

5. The Plaintiff testified that the total cost to build the project, based on his years of building custom residential homes, was between \$475,000.00 and \$525,000.00. The Defendant applied for a building permit with Beaufort County and stated to the County that the "valuation of construction" was \$376,710.00. Given that this is a damages hearing, the Court is persuaded that the proper amount to be used in calculating the 8% fee is the Defendant's own valuation of construction cost, or \$376,710.00 8% of that amount results in a management fee under the contract of \$30,136.80. The Plaintiff testified that the Defendant had made monthly payments toward the 8% fee of \$7,300.00. Therefore, the Plaintiff is due and owing under the contract as a management fee, \$22,836.80.

6. During the course of the parties' contract, materials used in the construction of the Defendant's home were purchased by various parties at Grayco a local building supply company on the Plaintiff's business account pursuant to an oral agreement between the Plaintiff and the Defendant. The Plaintiff presented, through several Grayco employees, numerous invoices that fall into two categories, those

materials that were "delivered" by Grayco employees to the Defendant's job site and those materials that were physically picked up at the building center for the Defendant's job site.

7. The total amount presented as due and owing by Grayco for materials either delivered to the Defendant's job site or picked up for use at the Defendant's job site, on the Plaintiff's account, plus interest to the date of the hearing, was \$46,438.47. In arriving at that number, the Grayco employees testified that all credits for any returned items, etc. had been applied and that Grayco had, for the time being, suspended the interest charges that apply on this type of account. There was further testimony by several witnesses that they believed all the invoices entered into evidence represented amounts still due and owing to Grayco and that those materials were actually delivered and/or picked up and used in the construction of the Defendant's home.

8. The parties' contract requires the Defendant to indemnify, defend and hold the Plaintiff harmless from and against all claims, damages, losses and expenses. The Grayco employees testified that, although they understand the Plaintiff's predicament, they expect the Plaintiff's account to be paid in full regardless of whether or not said amount is paid by the Defendant or the Plaintiff. In addition to the parties' contract, the parties made an oral agreement allowing the Defendant to order materials on CGBS's account at Grayco Building Center so long as he made timely payments for those materials ordered on CGBS's account. Pursuant to this agreement, Defendant purchased or caused to be purchased those items and materials referred to in Paragraphs 6 and 7, *supra*. Plaintiff failed to pay for the items ordered on CGBS's account and, therefore, the

Court finds that the Plaintiff is entitled to a judgment against the Defendant for the total amount of the outstanding Grayco bill of \$46,438.47.

9. Additionally, there was testimony that the Plaintiff had routinely paid subcontractors and for other materials and that the Defendant had thereafter reimbursed the Plaintiff for those invoices. As of the date of the hearing, the Plaintiff testified that the Defendant had not reimbursed the Plaintiff for the following invoices:

- a. \$150.00 to Collins Pest Control for the required pre-termite treatment; and
- b. \$512.32 to Pro Disposal Dumpster for dumpster rental;

The total amount of the two (2) invoices being \$662.32. The Court finds the Plaintiff is entitled to recover from the Plaintiff \$662.32 for the repayment of these invoices.

10. The parties' contract, both in the indemnity paragraph and in a separate attorney's fees and costs paragraph allows the Plaintiff to recover from the Defendant its reasonable attorney's fees and costs. The Plaintiff's counsel filed an affidavit of attorney's fees and costs calculating attorney's fees and costs up to the date of the hearing in the amount of \$8,113.31. The amount did not include hearing prep and hearing time on the day of trial or the time anticipated to draft the order, etc. When awarding attorney's fees, the trial court must consider the following six factors: (1) the nature, extent, and difficulty of the legal services rendered; (2) the time and labor necessarily devoted to the case; (3) the professional standing of counsel; (4) the contingency of compensation; (5) the fee customarily charged in the locality for similar legal services; and (6) the beneficial results obtained. *Baron Data Sys., Inc., v. Loter*, 297 S.C. 382, 384-85, 377 S.E.2d 296, 297 (S.C. 1989). The Court, in considering the factors delineated in the *Baron Data Sys., Inc.* case, the Court finds the amount claimed to be appropriate and reasonable. In addition, the final amount in the order shall reflect the addition of hearing prep and hearing time on the day of trial and the time to draft this order. The attorney's fee amount claimed includes the attorney's time prior to filing the suit in which the attorney attempted to resolve the issues with

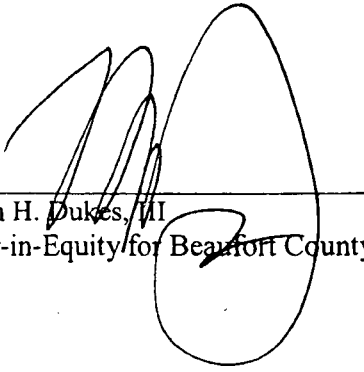
both the Defendant and Grayco Building Center.¹ The matter in general is not an overly difficult matter but the matter spanned several areas of law to include contracts, mechanic's liens, conversion, etc. The Court finds the time devoted to attempting to resolve multiple issues with several parties was reasonable and the Plaintiff's attorney has been practicing in these areas of the law for a considerable amount of time appearing regularly in this Court on such matters. This matter was not a contingency case but I find the fee charged to be customary for the type of matter charged by attorneys with similar backgrounds and experience. Finally, the Plaintiff's attorney has obtained a favorable outcome for his client and the total final judgment reflects a sum that makes the Plaintiff whole or as near whole as possible as if the contract had not been breached by the Defendant.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows, to wit:

- A. The Plaintiff shall have judgement in this matter against the Defendant in the sum of \$80,771.30 broken down as follows:
- a. Remaining 8% Management Fee - \$22,836.80
 - b. Grayco Materials Bill - \$46,438.47
 - c. Collins Pest Control Bill - \$150.00
 - d. Pro Disposal, LLC Bill - \$512.32
 - e. Attorney's Fees and Costs - \$10,833.71

¹ The attorney's fee affidavit reflects that prior to drafting and filing the Summons and Complaint there was considerable effort to resolve the matter that included attempting to resolve the Mechanic's Lien in which the Plaintiff was named as a Defendant with Grayco's attorney as well as attempting to resolve the ultimate matter with the Defendant.

AND IT IS SO ORDERED.



Marvin H. Dukes, III
Master-in-Equity for Beaufort County

August 25, 2016
Beaufort, South Carolina

15-2595

Complaint

STATE OF SOUTH CAROLINA)
)
COUNTY OF BEAUFORT)
)
CGBS RESIDENTIAL, LLC,)
)
Plaintiff,)
)
vs.)
)
CHRISTOPHER BRIGGS,)
)
Defendant.)

IN THE COURT OF COMMON PLEAS
Case No.: 2015-CP-07-2599

COMPLAINT
(Jury Trial Demanded)

2015 OCT 29 PM 4:26
JEROME ROSENEAU
BEAUFORT COUNTY, S.C.
CLERK OF COURT

Plaintiff, CGBS Residential, LLC ("CGBS"), complaining of Defendant, Christopher Briggs ("Briggs"), alleges the following:

JURISDICTIONAL MATTERS

1. CGBS is a South Carolina Limited Liability Company engaged in the residential construction business in Beaufort County, South Carolina.
2. Upon information and belief, Briggs is a resident of Beaufort County, South Carolina.
3. This action concerns a construction management agreement ("Agreement") entered into by the parties in which Briggs hired CGBS to "render general management services" to Briggs in the building of a custom home located in Beaufort County, South Carolina on Lot 34, Vivian's Island, the ("Property").
4. Upon information and belief, this Court has jurisdiction over the parties hereto and the subject matter thereof.

FOR A FIRST CAUSE OF ACTION **(Breach of Contract)**

1. On or about March 26, 2015, for valuable consideration, Briggs and CGBS entered into the Agreement wherein CGBS agreed to act as a construction manager and perform the duties of a construction manager in accordance and as enumerated in the Agreement. Agreement attached hereto as Exhibit "A".

2. The Agreement concerned the construction of a residence located at 6 Governor Blake Ct., Beaufort, SC 29907, the ("Project") in which Briggs was acting as his own builder/contractor as evidenced by the "Unlicensed Residential Builder's Disclosure Statement" recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 3387 at Page 1908, a copy of which is attached hereto as Exhibit "B".

3. The Agreement required CGBS to perform certain duties on behalf of Briggs and for Briggs to compensate CGBS the sum of 8% of the total cost of the Project as a Construction Management Fee. Said fee was to be paid in monthly draws at a rate of \$2,000.00 per month for a period not to exceed ten (10) months with a final payment based on 8% of the total construction cost minus the monthly draws taken to date. Final payment was due and owing upon the issuance of a Certificate of Occupancy.

4. As part of the Agreement, Briggs requested and CGBS agreed to allow Briggs to order materials on CGBS's account at Grayco Building Center, ("Grayco"), 20 Sam's Point Road, Beaufort, SC 29907.

5. As part of the Agreement and in furtherance of their Agreement, Briggs began to order materials from Grayco on CGBS's account. Thereafter, Grayco delivered the materials and the materials were used by various subcontractors in the construction of the Project. In accordance with the parties' Agreement, Briggs initially made timely payments on CGBS's account for the materials he ordered and incorporated into the Project.

6. Briggs continued to order materials from Grayco through approximately July 7th, 2015 and upon information and belief, all materials ordered were delivered and incorporated into the Project. However, Briggs failed to make any further payments for materials ordered and delivered to the Project from approximately June 3rd, 2015 until the

last charge invoice on July 7th, 2015. The total amount due and owing under the CGBS account for materials ordered and delivered by Grayco at Briggs request being approximately \$42,611.75.

7. On or about July 7th, 2015, Briggs notified CGBS that he was cancelling the Agreement, cancellation attached hereto as Exhibit "C", due to:

- a. Problems with subcontractors;
- b. Not managing the days to day [construction] up to standards; and
- c. Not properly bidding the job.

8. CGBS is informed and believes that Briggs is required by the parties' Agreement to indemnify, defend and hold harmless CGBS from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance or non-performance of Briggs duties to CGBS.

9. CGBS is informed and believes that Briggs, without sufficient cause, breached the parties' Agreement in the following particulars, to include but not limited to:

- a. By failing to provide CGBS with sufficient detail of the subcontractor problems, the construction standards that were deficient, or how the Project was improperly bid by CGBS, such that CGBS could, within the ten (10) day period allowed in the Agreement, cure the alleged defaults, remedy the alleged issues and continue with the project;
- b. By failing to compensate CGBS in accordance with the parties agreement;
- c. By failing to indemnify, defend and hold CGBS harmless from Grayco's claim for \$42,611.75 on CGBS's account with Grayco for materials ordered by Briggs for use in the construction of the Project; and

- d. By such further and additional actions or inactions on the part of Briggs as may be shown by CGBS at the trial in this matter.

10. On or about July 31st, 2015, Grayco notified Briggs and CGBS that \$42,611.75 was due and owing under the CGBS account and that if not paid, Grayco intended to file mechanic's lien in accordance with the applicable statute.

11. In the hopes of resolving the matter, CGBS, on or about August 11th, 2015, through its attorney, notified Briggs in writing that the balance owed Grayco under CGBS's account needed to be rectified.

12. On or about September 16th, 2015, Grayco filed a Notice and Certificate of Mechanic's Lien in the Office of the Register of Deeds for Beaufort County, South Carolina in Book 110 at Page 2429, naming both CGBS and Briggs and demanding the payment of \$41,761.83 in accordance with the Verified Statement of Account attached to the Notice.

13. To date, CGBS is informed and believes that Briggs has willfully and maliciously refused to pay the balance due and owing under CGBS's account with Grayco for the materials ordered by Briggs and used by Briggs in construction of the Project.

14. As the direct and proximate result of Briggs' breach and repudiation of the parties' Agreement, CGBS has been damaged in the following particulars:

- a. \$150.00 for required pre-termite treatment;
- b. \$806.23 for Pro Disposal Dumpster;
- c. \$905.46 remaining on contract as of 7/5/15;
- d. Expectation interest in the amount of 8% of the remaining construction price of the total cost of the house as contractually agreed upon; and

- e. \$42,711.75 for failing to pay as agreed for the materials ordered by Briggs from Grayco for the construction of the Project on CGBS's account for which Grayco has been demanding payment.

15. As a direct and proximate result of Briggs' actions, CGBS has been denied credit by Builder's First Source due to the lien filed by Grayco, which upon information and belief, Briggs knew would be filed in the event the account was not properly and timely paid.

16. Additionally, as a direct and proximate result of Briggs failure to make a timely payment on the Grayco account, CGBS has lost, to date, an additional project totaling in excess of \$550,000.00 to which CGBS's profit would have exceed \$68,100.00.

17. CGBS is informed and believes it is entitled to a judgment against Briggs as follows:

- a. in an amount sufficient to compensate CGBS for its actual, incidental and consequential damages under the parties' Agreement, the exact amount to be determined at trial;
- b. the total amount due and owing on the Grayco account attributable to the purchases made by Briggs on the account;
- c. for its lost profit on the job lost due to Briggs' willful and intentional failure to make payment on the Grayco account; and
- d. for reasonable attorney's fees and costs incurred by CGBS in this matter as allowed by the parties' Agreement.

FOR A SECOND CAUSE OF ACTION

(Breach of Contract Accompanied by Fraudulent and Deceptive Acts and Conduct)

18. CGBS repeats, realleges, and incorporates herein by reference all the foregoing allegations hereof.

19. CGBS is informed Briggs breached the parties' Agreement and that Briggs' breach of the Agreement was done with fraudulent intent, that intent being to cause CGBS to be responsible for the unpaid invoices ordered and used by Briggs on CGBS's account at Grayco.

20. CGBS is informed and believes that Briggs purchased the materials for the construction of the Project on CGBS's account with the intent to not make payment on their account and thereby unlawfully and wrongly appropriated materials for the construction of his home and that Briggs did in fact order and incorporate materials in the Project for which he intentionally, willfully and wrongfully failed to make payment on.

21. CGBS is informed and believes that as a result of Briggs' dishonesty in fact, unfair dealing and unlawful appropriation of property, CGBS is entitled to its actual damages as illustrated above, punitive damages, and reasonable attorney's fees and costs, the amounts to be determined at trial.

FOR A THIRD CAUSE OF ACTION
(Conversion)

22. CGBS repeats, realleges, and incorporates herein by reference all the foregoing allegations hereof.

23. By virtue of the parties' construction management agreement, CGBS is informed and believes that CGBS had an interest in the construction products and/or materials ordered by Briggs directly from CGBS Grayco account that has an outstanding balance in the amount of \$42,611.75, which was to be paid by Briggs to Grayco under the terms and conditions of the agreement and/or contract.

24. CGBS is informed and believes that Briggs falsely and fraudulently converted the construction products and/or materials that were ordered by Briggs through CGBS Grayco account and used in the construction of the project.

25. CGBS is informed and believes that Briggs' illegal and fraudulent conversion of the construction products and materials was done without CGBS' permission.

26. CGBS is informed and believes Briggs has wrongfully refused to pay CGBS' Grayco outstanding balance in the amount of \$42,611.75.

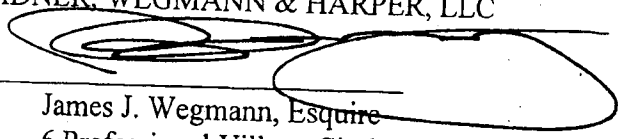
27. CGBS is informed and believes that Brigg's conversion of construction products and/or materials was accomplished recklessly and with conscious indifference to CGBS' interest or rights to them.

28. As a result of Briggs' conversion of construction products and/or materials and the refusal to pay for them and to make CGBS Grayco account current, in addition to actual damages, CGBS is informed and believes that CGBS is entitled to interest from the date of conversion and is entitled to recover punitive damages in such amount as to be determined at trial.

WHEREFORE, CGBS prays for the judgement, order and decree of the Court providing the following:

- a. Granting judgement in favor of CGBS and against Briggs for actual, incidental, consequential and punitive damages in such amounts as to be determined at trial, on account of Briggs' breach of contract; breach of contract accompanied by fraudulent acts; and for the wrongful conversion of property;
- b. Granting judgement in favor of CGBS and against Briggs for the value of the expectation interest CGBS would have made in the lost opportunity due to the actions of Briggs in failing to make the required payment to Grayco.
- c. Providing to CGBS such other and further relief as the Court may determine to be just and proper.

WEIDNER, WEGMANN & HARPER, LLC

By: 

James J. Wegmann, Esquire
6 Professional Village Circle
Beaufort, South Carolina 29907
(843) 521-0004
Attorney for the Plaintiff

Beaufort, South Carolina
10/28, 2015



CONSTRUCTION MANAGEMENT AGREEMENT
THE BRIGGS RESIDENCE
LOT 34, VIVIAN'S ISLAND
BEAUFORT, S.C. 29907

THIS CONSTRUCTION MANAGEMENT AGREEMENT is entered into on March 25, 2015, by and between Mr. and Mrs. Chris Briggs, Lot 34, Vivian's Island, Beaufort, South Carolina, 29907 (hereinafter referred to as the Owner), and CGBS Residential, LLC, P.O. Box 875, Beaufort, South Carolina 29901 (hereinafter referred to as the Manager)

RECITALS:

WHEREAS, Owner intends to construct the Briggs Residence (hereinafter referred to as the Project) and desires to engage Manager to render general management services with respect thereto; and

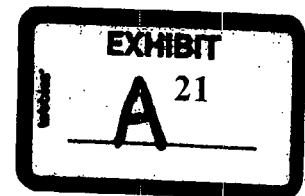
WHEREAS, Manager has significant expertise in connection with the management of construction projects and desires to manage the Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties agree as follows:

MANAGEMENT OF PROJECT: In connection with the construction of the Briggs Residence located at Lot 34, Vivian's Island, Beaufort, South Carolina 29907, Owner hereby employs Manager and Manager does hereby agree to undertake all construction management obligations and services with respect to the project.

DUTIES OF THE MANAGER: Manager's duties shall include, without limitation, the following:

- a. Consult and advise Owner on all aspects of the Project including the consideration of green alternatives proposed by the architect in the schematic design phase;
- b. Review agreements which Owner may desire to enter into with respect to the Project;
- c. Consult with Owner in connection with the preparation of budgets, reports, scheduling, evaluations, cost estimates, bid packages in connection with the selection of contractors, materials, and issuance of permits;
- d. Approve invoices for payments for contractors, subcontractors, material men and other ordinary expenses related to the Project;
- e. Advise Owner in obtaining necessary permits, complying with applicable laws, and making sure that all necessary safety precautions have been obtained; and
- f. Advise Owner as to the types and amounts of insurance that Owner should carry with respect to the Project.



WORKING HOURS: Time is of the essence for this Agreement. The parties acknowledge that Manager will devote sufficient time each week during the planning and development phase of the project as well as the construction phase to accomplish all of Manager's duties to Owner.

COMPENSATION: Owner agrees to pay Manager the sum of 8% of the total cost of the Project as a Construction Management Fee. Said Construction Management Fee will be paid in monthly draws at a rate of \$2,000.00 per month, in advance, for a period not to exceed ten (10) monthly payments. A final payment based on the total cost of construction less the monthly draws paid will be due and payable in full at the time that the Certificate of Occupancy is received for the Project.

TERM: This contract will terminate automatically upon completion by CGBS Residential, LLC of the Services required by this Contract or receipt of the Certificate of Occupancy, whichever comes sooner.

INDEMNITY: To the fullest extent permitted by law, Manager and Owner will mutually indemnify, defend and hold each other harmless from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance or non-performance of each other's duties during the period of the Project.

DEBRIS: Manager agrees that at all times Manager shall keep the premises free from accumulation of waste materials or rubbish caused by any contractors operations.

DEFAULT: The occurrence of any of the following shall constitute a material default under this Agreement.

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of the party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the

reasonable control of the party in committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party shall select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of South Carolina.

WAIVER OF CONTRACTURAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

AMENDMENT: This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the Agreement.

BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of Owner and Owner's successors or assigns, and shall be binding upon and inure to the benefit of Manager and Manager's heirs, personal representatives, successors or permitted assigned.

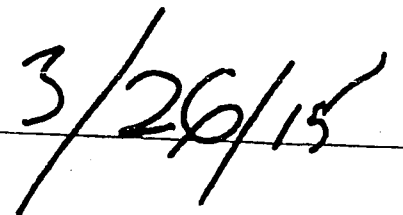
ATTORNEY'S FEE: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

THE PARTIES have hereunto set their hands the day and year first above written.

OWNER:


CHRIS BRIGGS

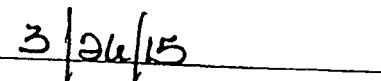
DATE:



MANAGER:


MIKE THORPE-PRESIDENT
CGBS RESIDENTIAL, LLC

DATE:



2/15/15
Briggs



BEAUFORT COUNTY SC - ROD
BK 3387 Pgs 1908-1909
FILE NUM 2015014115
03/25/2015 01:10:29 PM
REC'D BY rwebb RCPT# 769838
RECORDING FEES \$15.00

COUNTY OF BEAUFORT, SOUTH CAROLINA
Unlicensed Residential Builder's Disclosure Statement

HOMEOWNERS ACKNOWLEDGEMENT UNDER SC CODE, SECT 40-59-260(E);

Leave above space Blank for Recording

I am the property owner of the property described on the attached. This structure has been constructed or modified by the owners as an unlicensed builder. (NOTE: You must attach the legal Property Description and District-Map-Parcel No. Information from Property Owner's Deed to this document, and file this document & attachment with the County Register of Deeds. Filing fee is \$15.)

Street Address: 6 Governor Blake Ct

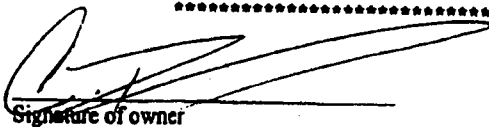
State law requires construction to be performed by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property to act as your own contractor with certain restrictions even though you do not have a license.

You may build or improve a one-family or two-family residence or a farm outbuilding.

The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved within 2 years after the construction is complete, the law presumes that you built or substantially improved it for sale or lease, which is in violation of this exemption.

You must provide direct, onsite supervision of the construction yourself. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that persons employed by you have licenses required by state law or municipal licensing ordinances or both. You may not delegate the responsibility for supervising work to an unlicensed contractor or to a licensed contractor who is not licensed to perform such work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you.

Your construction must comply with all applicable laws, ordinances, building codes and zoning regulations.



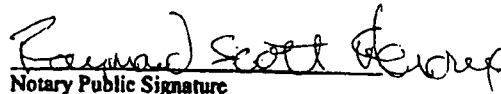
Signature of owner

03-25-2015
Date

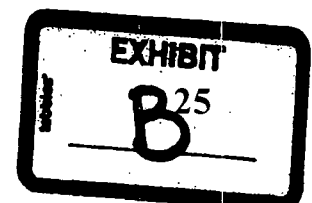
Christopher Briggs
Print owner's name as appears on Deed

The foregoing instrument was acknowledged before me by Christopher Briggs
who is personally known to me, or has produced PERSONALLY known as identification.

WITNESS my hand and official seal this 25 day of MARCH, A.D., 2015.


Notary Public Signature

My Commission expires: 10/2/2023



580
11 Dicks
Jedder

RECORDED
2014 Jul -18 10:16 AM
Sharon G. Burns
BEAUFORT COUNTY AUDITOR

BEAUFORT COUNTY SC - ROD
BK 3334 Pgs 753-757
FILE NUM 2014033517
07/16/2014 10:48:14 AM
REC'D BY sherrellw RCPT# 748372
RECORDING FEES \$11.00
County Tax \$192.50
State Tax \$455.00

Prepared by:
Eversole Law Firm, PC
1509 King St.
Beaufort, SC 29902

ADD DMP Record 7/17/2014 10:44:51 AM
BEAUFORT COUNTY TAX MAP REFERENCE
Dist Map SMap Parcel Block Week
R200 004 000 0252 0000 00

DMP: R200-004-000-0252-0000

STATE OF SOUTH CAROLINA)
COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that G. MICHAEL ANDREW, for and in consideration of the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$175,000.00) DOLLARS** to him in hand paid at and before the sealing of these presents by **CHRISTOPHER BRIGGS AND CHRISTINE BRIGGS**, 6 Governor Blake Court, Beaufort, SC 29907, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **CHRISTOPHER BRIGGS AND CHRISTINE BRIGGS**, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns forever, in fee simple, the following described real property, to wit:

ALL that certain piece, parcel and lot of land, with improvements thereon, if any, being on Vivian's Island, in Beaufort County, South Carolina, being shown as Lot 34, containing 1.26 acres, more or less, as shown on a preliminary plat for Vivian's Island prepared by Gasque and Associates, David Gasque, RLS, dated September 14, 1996 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 57 at Page 165; and as shown on a revised Plat of Vivian's Island dated April 9, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 60 at Page 119. For a more complete description as to metes and bounds, courses and distances, reference may be made to an individual plat prepared by David E. Gasque, dated August 18, 1998 and recorded in Plat Book 66 at Page 114 in said Register of Deeds Office.

This property is subject to Restrictions, Covenants, Easements and/or Rights-of-Way filed in Record Book 889 at Page 794 and any applicable amendments thereto filed in the Office of the Register of Deeds for Beaufort County, South Carolina.

This being the same property acquired by the within-named Grantor by Deed of Vivian's Island, Inc. recorded September 4, 1998 in the Office of the Register of Deeds for Beaufort

Cancellation of Contract

Christopher Briggs
6 Governor Blake Ct
Beaufort, SC 29907

07/07/2015

Mike Thorpe
CGBS
P. O. Box 875
Beaufort, SC 29901

Dear Mike Thorpe,

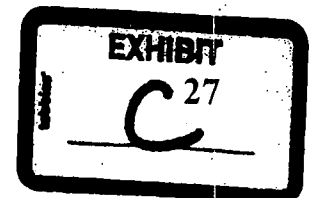
I am writing you today to cancel our contract for the construction management of: 6 Governor Blake Ct, Beaufort SC 29907

Our contract is being cancelled for the following reasons: Problems with subcontractors, not managing the day to day conduction up to standards, not properly bidding the job.

Cancellation of the above referenced contract is effective immediately for violating the terms and conditions that were stated in our contract as stated above. Please call me at the phone number found above if you have any questions regarding this contract cancellation.

Best regards,

Christopher Briggs



Transcript

1064.0000 Transcript
156 Argent Way
Bluffton, South Carolina 29909
(803) 206-7390

2

Appearances

Representing the Plaintiff:

JAMES JOHN WEGMANN, ESQUIRE
Weidner, Wegmann & Harper, LLC
6 Professional Village Circle
Beaufort, South Carolina 29907
wegmann@beaufortlaw.com

Representing the Defendant:

BENJAMIN TERRELL COPPAGE, ESQUIRE
Coppage Law Firm, LLC
P.O. Box 2473
Beaufort, South Carolina 29901
ben@coppagelawfirm.com

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24

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3

1

CONTENTS

2

Hearing

3

Page

4

Exhibit Index

3

5

JEREMY M. WALLING

Direct Examination by Mr. Wegmann 24

6

Cross Examination by Mr. Coppage 35

7

MELINDA A. SHUMAN

Direct Examination by Mr. Wegmann 39

8

Cross Examination by Mr. Coppage 43

9

MICHAEL J. THORPE

Direct Examination by Mr. Wegmann 46

10

Cross Examination by Mr. Coppage 66

11

ReDirect Examination by Mr. Wegmann 74

12

RICHARD A. BANKS

Direct Examination by Mr. Wegmann 77

13

Certificate of Reporter 88

14

Word Index

15

16

* * * * *

17

18
19
20
21
22
23
24
25

4

1 EXHIBIT INDEX

2	Exhibits:	Marked at Page
3	Plaintiff's Exhibits	
4	Plaintiff's Exhibit No. 1 (Affidavit)	13
5	Plaintiff's Exhibit No. 2 (Certificate)	13
6	Plaintiff's Exhibit No. 3 (Title)	23
7	Plaintiff's Exhibit No. 4 (Disclosure)	23
8	Plaintiff's Exhibit No. 5 (Permit)	23
9	Plaintiff's Exhibit No. 6 (Invoices)	26
10	Plaintiff's Exhibit No. 7 (Invoices)	28
11	Plaintiff's Exhibit No. 8 (Agreement)	48
12	Plaintiff's Exhibit No. 9 (Payment Schedule)	50
13	Plaintiff's Exhibit No. 10 (Invoice)	52
14	Plaintiff's Exhibit No. 11 (Invoice)	52
15	Plaintiff's Exhibit No. 12	57

(Photos)

16 Plaintiff's Exhibit No. 13 62
17 (Attorney Affidavit)

18 Defendant's Exhibits

19 Defendant's Exhibit No. 1 9
20 (Affidavit)

21 * * * * *

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1 This hearing is taken in accordance
2 with the South Carolina Rules of Civil Procedure.

3 JUDGE DUKES: Good afternoon. We are
4 here on 2015-CP-07-2599. This matter comes to me
5 pursuant to order of reference heretofore filed
6 June 15th, 2016. Prior to beginning, I note that
7 Mr. Coppage has filed a motion to compel
8 arbitration, motion to dismiss, and motion to set
9 aside default. And I'm happy to hear from you, sir.

10 MR. COPPAGE: Thank you, Your Honor.
11 I will begin with the motion to set aside default if
12 it please the Court.

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JUDGE DUKES: Go ahead.

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MR. COPPAGE: Your Honor, since way back in the 1800s, we've got cases dating back that far, there have been people trying to get out of default in South Carolina. And for a long, long time all the cases we had stated that really the goal in deciding whether or not to let somebody out of default was the pursuance of justice.

The concern was deciding cases on their merits rather than on procedural grounds. That the good cause standard of Rule 55 should be liberally construed to promote justice and dispose of cases on the merits.

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Now, of course, in the '80s we had the Wham decision which gave us some guideposts, which I don't believe are the end all, be all, especially when we've got years and years of jurisprudence telling us that we are really looking for the most just -- the justice-able thing.

And the cases shouldn't just be decided on mere technicalities, but the Wham court found that an aid in finding whether or not good cause exists is the timing of the request for the relief, the

11 existence of meritorious defense, and the prejudice
12 to the opposing party.

13 Now, here Mr. Briggs, my client, was
14 served on November 22nd, 2015, just eight months
15 ago. He then retained counsel. Counsel asked for
16 and was granted a 30-day extension for Mr. Wegmann
17 making the date for the answer January 25th, 2016.
18 That date came and went.

19 Obviously we are six months out from that.
20 Your Honor, my client, Mr. Briggs, was unaware that
21 he was in default; that there had been no answer
22 filed, until Thursday. He received the notice of
23 the damages hearing, which I believe was filed with
24 this court, the 13th of this month. He received
25 that on, let's see, July 21st, which is last

7

1 Thursday.

2 He contacted me July 22nd, which is
3 Friday. This motion was filed on Monday, July 25th.
4 So, Your Honor, I think my client's request for
5 relief is exceedingly timely. I think he took every
6 measure he could as soon as he knew that he was in
7 default to try to have himself removed from it. A

8 very quick turn around as far as his being aware of
9 it to finding counsel and then having a motion
10 filed.

11 Second, the existence of a meritorious
12 defense, Your Honor, his defense is simply denial.
13 My client entered into this contract with CGBS, the
14 Plaintiff here. And their claim is based around his
15 asking for permission, their giving of permission,
16 for him to order materials on their account at
17 Grayco Building Supply.

18 My client denies that there was any such
19 request or that that ever happened. And providing
20 Plaintiff's counsel with an affidavit and entering
21 it as an exhibit an affidavit signed by my client
22 stating that he never requested that permission,
23 that permission was never given, he never order
24 anything on the account of CGBS at Grayco.

25 So, Your Honor, his defense would just be

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1 flat denial, that this never happened. I believe if
2 he were removed from default he would have no
3 problem finding witnesses who could corroborate
4 this. He has over the last year had discussions
5 with he tells me the manager and a bookkeeper from

6 Grayco who have confirmed that he never made any
7 purchases on CGBS's account. He made purchases on
8 his own account which I understand may still be
9 outstanding, however, none of those were made on
10 CGBS's account.

11 And therefore with regard to the claims
12 from this complaint he has an excellent defense in
13 that they are untrue, that it never happened. And
14 he could prove the same if given the opportunity.

15 And the third of the Wham factors is the
16 prejudice to the opposing party here. The
17 Plaintiff -- Your Honor, it follows naturally from
18 Mr. Briggs's defense that if the debt that CGBS has
19 incurred with Grayco is of their own doing, that
20 setting aside this motion can't prejudice them at
21 all.

22 They caused the problem themselves. And
23 any action by Mr. Briggs isn't causing them any
24 prejudice. Since that is the case, he has made a
25 timely request for relief, does have meritorious

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1 defenses, and there is no prejudice to the
2 Plaintiff.

3 Since that is the case it certainly
4 appears that there is good cause here to set aside
5 the default. And moreover, in doing so what is our
6 jurisprudence for so many years has sought to do
7 allow us to decide this case on the merits and
8 really allow us to pursue the interests of justice.

9 So I would move the Court to order that
10 this default be set aside and Mr. Briggs be given
11 leave to answer the complaint.

12 (MARKED DEFENDANT'S EXHIBIT NO. 1.)

13 JUDGE DUKES: Thank you very much.
14 Mr. Wegmann, happy to hear from you, sir.

15 MR. WEGMANN: Yes, sir. Actually
16 they've made several, and so I'm just going to take
17 them in order just to make sure, but the motion to
18 compel arbitration, essentially our statute is clear
19 under 15-48-10(a) that notice that is judgment to
20 arbitration must be typed and underlined in capital
21 letters on the first page of the contract. Unless
22 such notice is displayed thereon the contract shall
23 not be subject to arbitration.

24 And that -- there is a plethora of case
25 law in South Carolina that says, no, the statute is

10

1 to be construed narrowly. And it is what it says it
2 is. There has been arguments made before on an
3 equitable estoppel level that, well, I mean, you
4 produced the document. So you should still, despite
5 the fact that it doesn't have the 15-48-10(a)
6 requirements on it, you should still be held bound
7 by it.

8 And there is a Supreme Court case from
9 2001, Zabinski versus Bright Acres Associates, 346
10 South Carolina 580 that puts that to rest. That
11 case says specifically, even though the
12 association's attorney drafted the paperwork it
13 doesn't have it so it won't be enforced. And that
14 is exactly the case we have here.

15 So as it relates to the motion to compel
16 for arbitration, since it doesn't meet the standards
17 of 15-48-10(a), I think that motion fails on that
18 ground alone. And the case law is very clear on
19 that.

20 As it relates to the motion to set
21 aside -- well, the motion to dismiss was based on
22 the fact that the arbitration clause, and therefore
23 it should be dismissed out of Common Pleas and made
24 to go to arbitration. And so if the arbitration

25 motion fails, then so much -- then so should the

11

1 motion to dismiss.

2 On the motion to set aside default -- and
3 if Your Honor remembers our last meeting two weeks
4 ago when we were here one of the things I asked for
5 in there was an order of default. And -- because I
6 wanted to be very careful to make sure that I had an
7 order of default and not an entry of default.

8 And as the Court noted, and it's in the
9 Court file, essentially when the reference came over
10 there is an order of default contained within the --
11 in the reference. So we are not at a 55(c) stage of
12 the hearing. We are at a Rule 60(b), a much
13 heightened standard. It's to set aside the default,
14 not to set aside an entry of default.

15 I was very careful in drafting the order
16 that you signed two weeks ago to make sure that one
17 of the findings was just that, that there has
18 already been an order of default entered as it
19 relates to the order of reference over. And
20 therefore I think the 55(c) standard is not
21 applicable and that the 60(b) standard is which is a

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22 much heightened standard.

23 The procedural history that Mr. Coppage
24 has essentially put forward at this point in time is
25 fairly accurate. The summons and complaint was

12

1 filed on October 29th, 2015. The Defendant was
2 personally served.

3 Have we marked them?

4 COURT REPORTER: Not yet.

5 MR. WEGMANN: Okay.

6 COURT REPORTER: Do you want them
7 both -- all three pages --

8 MR. WEGMANN: No, ma'am.

9 COURT REPORTER: -- all marked as one
10 or two separate?

11 MR. WEGMANN: Could you mark this as
12 Plaintiff's 1? And could you mark this as
13 Plaintiff's 2? And these are already contained in
14 your file, Your Honor, but the first one I want to
15 point out is the personal service which we are
16 having marked as Plaintiff's Exhibit 1. And if you
17 don't mind, Your Honor --

18 COURT REPORTER: I'm sorry. You've
19 told me this is 1 and this one 2?

20 MR. WEGMANN: Yes, ma'am.

21 COURT REPORTER: Service is 2.

22 MR. WEGMANN: Well, this is the
23 service of the summons and complaint.

24 COURT REPORTER: Okay.

25 MR. WEGMANN: This is the service of

13

1 something else.

2 COURT REPORTER: Okay.

3 MR. WEGMANN: Okay.

4 (MARKED PLAINTIFF'S EXHIBIT NO. 1.)

5 (MARKED PLAINTIFF'S EXHIBIT NO. 2.)

6 MR. WEGMANN: And if you -- Ben
7 doesn't mind, there should be -- I don't know what
8 all I'm going to put in, but there should be a
9 complete set in there for you.

10 Judge, if I can approach?

11 JUDGE DUKES: Yes, please, sir.

12 MR. WEGMANN: I'm handing you the
13 same thing I just handed Mr. Coppage. And you will
14 find in here a number of things that I will
15 eventually have marked, maybe not all of it. And I
16 never know what you are going to have for a file, so

17 you will find the complaint in here and some other
18 things, too.

19 JUDGE DUKES: All right. Thank you.

20 MR. WEGMANN: But you will find -- if
21 you don't find it in your file, you will find in
22 there the affidavit of personal service on Mr.
23 Briggs. And what I would like you to note on there
24 is it was served on the 22nd of November of 2015, at
25 6:48 p.m. And more importantly, it was served at

14

1 his residence at 29 Lady's Walk in Beaufort, South
2 Carolina 29907.

3 And it was served by Asset Protection
4 Investigations. And I'm sure you've seen lots of
5 affidavits from Ms. Jezewski in your time here. The
6 reason that is important is Plaintiff's Exhibit
7 Number 2, which you should also have in the court
8 record as well as in the -- as well as in the packet
9 I just gave you, that is the certificate of service
10 of the affidavit of default that went out on
11 February 3rd, 2016.

12 And you will notice that there are two
13 documents there. There is one, the service to
14 Mr. Murdaugh, and there is another one to

15 Mr. Christopher Briggs, again, at 27 Lady's Walk,
16 Beaufort, South Carolina 29907, the same residence
17 that he was served the original summons and
18 complaint at.

19 So Mr. Briggs who is not even here to file
20 an affidavit that said he didn't know he was in
21 default to them is just plain erroneous. He was
22 served with the affidavit of default along with his
23 counsel.

24 Now we can set that aside for a moment
25 because there is a plethora of cases that say he is

15

1 responsible for whatever his lawyer does or fails to
2 do. And the fact that he may have a beef with his
3 lawyer for not telling him he was in default is of
4 no sequence as it relates to this. And that is
5 between him and his lawyer.

6 But he was personally -- or he was served
7 at his address where he was served personally with
8 the summons and complaint with a copy of the
9 affidavit of default. And that should also be in
10 the court record.

11 So if I -- I have a bad habit of that. So

12 to wrap it up, Your Honor, given the length of time
 13 that he has been aware that this summons and
 14 complaint was out there, given the fact that I
 15 understand he worked for the Beaufort County
 16 Sheriff's Department, he ought to know what a
 17 summons and complaints is. He ought to know that
 18 one needs to be answered.

19 And he ought to know that if he hires a
 20 lawyer he may have to check in with that lawyer, but
 21 for him to say he was never served with it, it's in
 22 the court record. The affidavit of default was sent
 23 to him personally in there. And he would have also
 24 been notified for the hearing in which his attorney
 25 asked to be relieved.

16

1 You know, for him to take the position
 2 that he can bury his -- and there is a case on this,
 3 too. That he can bury his head in the sand and not
 4 take any responsibility for what is going on in this
 5 case is simply unacceptable.

6 And the factors of Wham don't apply.
 7 Those are 55(c) factors. They are not 60(b)
 8 factors. Although we have case law that says some
 9 of the factors of 60(b) can be taken into

10 consideration with 55(c), we are not at that point
11 at this point. We are talking about setting aside
12 an actual default, not an entry of default.

13 So for all of those reasons I would ask
14 you to deny the motion to set aside the default, and
15 allow the damages hearing to continue.

16 JUDGE DUKES: All right. Any final
17 thoughts, Mr. Coppage?

18 MR. COPPAGE: Briefly, Your Honor.
19 With regard to the Rule 55 versus Rule 60, I think
20 we are obviously dealing with an entry of default
21 here. The second page of your order of continuance
22 filed on July 13 of this year --

23 JUDGE DUKES: Of course, that was the
24 first one. Wasn't there an entry of default later?

25 MR. WEGMANN: Yes, sir. It's in your

17

1 package.

2 MR. COPPAGE: Item 2 under Findings
3 and Conclusion of Law you state, I find it is not
4 necessary to enter an order of default as requested
5 by the Plaintiff's attorney. The motion -- as the
6 Defendant has already been declared to be in default

7 and said default has been entered pursuant to the
8 order of reference filed June 15, 2016.

9 And, Your Honor, as I understand it there
10 is no entry, order, and judgment. Really what these
11 rules are considering are an entry and then a
12 judgment. When someone is in default there can be
13 an entry on the clerk's record which is the entry of
14 default which falls under Rule 55.

15 That doesn't start to fall under Rule 60
16 and its provisions until there is actually a
17 judgment. And when there aren't liquidated damages
18 as we have here there is not going to be a judgment
19 until we have the damages hearing.

20 Since that is the case, Rule 55 does
21 apply. It is a good cause standard. The Wham
22 factors do apply.

23 JUDGE DUKES: I guess what worries me
24 a little bit though is the timing of the request for
25 relief. Now, you had in there the moment I got

18

1 hired I filed this thing. And that is admirable.
2 No one is claiming that you did anything other than
3 act expeditiously, but that is not I don't think
4 what that means.

5 I think that means the timing of the
6 request for relief goes back to the default which I
7 think it's been shown was sent to your client back
8 in February or something. It was a long time ago.

9 So the timing of the request for relief is
10 between February of 2016, which is the second month,
11 and into the seventh month now. I mean, six months
12 is a long time. I mean, we usually deal in days
13 when we are talking about the timing of the request
14 to relief.

15 The existence of a meritorious defense
16 ordinarily, and I understand you were just thrown
17 into this, but is usually presented as something
18 other than I just didn't do it, you know. I mean,
19 which it sounds like is the defense. I mean, there
20 is usually something a little more complex than that
21 as a meritorious defense.

22 I don't know if I heard one way or the
23 other about prejudice to the opposing party. Mr.
24 Wegmann, I don't know if that is something you all
25 assert or don't assert, but -- but I mean the mere

19

1 passage of time on a debt action, of course, and you

2 end up with not so much issues where usually you
3 lose a witness or anything, but just interest begins
4 to run. And if you are talking about real estate,
5 you are talking about liens. You are talking about
6 accounts.

7 Half a year is a pretty long time for an
8 outstanding account. So I think even if I were
9 dealing with a lesser standard, I would be hard
10 pressed to do anything other than move ahead.

11 Now, the higher standard, I think it
12 doesn't come close. I mean this is -- and it is
13 interesting, so I should probably deal with the
14 lesser standard, but I don't even know if you can
15 prevail on a lesser standard. I mean, it's
16 interesting because it was an entry of default and
17 then there was a finding of default in the order of
18 reference.

19 There is usually just the two. And there
20 have been two. So if I were to find default again
21 today and then issue damages there would be three,
22 which the rules don't really call for, but I think
23 even at the lesser standard I think it would be a
24 stretch to grant the relief. So I appreciate the
25 motion and your advocacy on behalf of your client,

20

1 especially at this short -- having jumped into it
2 when the wheels have already fallen off, but I think
3 I'll deny the request and proceed. So --

4 MR. WEGMANN: And if I may, Your
5 Honor, and I'm not trying to jump in. We did talk
6 about prejudice to my client yesterday on the phone.
7 And if I may just take a couple of minutes because
8 we are trying to make a record and it might -- and I
9 know your ruling and I understand your ruling. And
10 I know Judge Kemmerlin used to look at us and go,
11 shut up, but we are trying to make a record.

12 JUDGE DUKES: Go ahead.

13 MR. WEGMANN: And as you recall we
14 talked on the phone. The prejudice to my client is
15 simply there is an outstanding debt that is accruing
16 interest that is on my client's account at Grayco.
17 Grayco expects to be paid. And that will continue
18 to accrue debt.

19 It also has affected my ability with other
20 vendors because this is out there and Grayco had
21 filed a notice of lien out there that its
22 affected -- and he's actually lost a job as a result
23 of that notice of lien with Grayco. So it needs to

24 be cleared up. And Grayco needs to be paid so that
25 it doesn't impact my client's business any further. 21

1 And so setting this thing back to zero and
2 having it heard 18 months from now is just not
3 suitable to my client at this point in time because
4 there has already been consequences for how long
5 it's taken at this point in time.

6 JUDGE DUKES: Okay. Mr. Coppage,
7 anything to add to that?

8 MR. COPPAGE: Not as far as -- well,
9 to get the prejudice I would go to the meritorious
10 defenses. And as you said, it's usually something a
11 little more complex than just an I didn't do it.
12 However, the defenses we would have would be based
13 on that assertion that the allegations, the
14 complaint are untrue.

15 You could certainly have an unjust
16 enrichment on defenses all against this and we could
17 certainly argue that, but those are all -- the
18 underpinning of all of those are that he simply did
19 not have this kind of agreement and never made these
20 orders at Grayco. And since that is the case, since

21 he never calls CGBS to incur any kind of debt, then
22 they can't be prejudiced by the absence of any
23 action on his part.

24 JUDGE DUKES: All right. Well,
25 obviously you are going to have an opportunity to

22

1 cross examine whoever the witnesses are and ask them
2 all about this. And we will see where it goes, but
3 I appreciate clarification for the record on the
4 third factor.

5 And since you mentioned that we had a
6 telephone conversation yesterday, I think it's
7 important to mention for this record that, of
8 course, Mr. Coppage was on the telephone as well.
9 It wasn't just you and I having a telephone
10 conference. And that was a result of a question as
11 to whether or not -- on scheduling whether or not we
12 would proceed with today's hearing based on the
13 motion that you filed.

14 So all right, Mr. Wegmann, call your first
15 witness, please.

16 MR. WEGMANN: Your Honor, if I may
17 before I do that I'm going to have a couple of
18 things marked, and I'm going to show them to Mr.

19 Coppage. They are in his file as well as yours.
20 These are records out of the County records that I
21 had asked you to take judicial notice on. The book
22 and page numbers are on there.

23 The first one is -- this will be
24 Plaintiff's 3. It's the title to real estate
25 showing that the property was bought by Mr. Briggs.

23

1 It's in Mr. Briggs' name. And what he paid for it.

2 The second is the homeowner's
3 acknowledgment under South Carolina Code Section
4 40-59-26(e). Unlicensed residential builder's
5 disclosure statement at 3387, Page 1908. That would
6 be four.

7 And then the third is out of the County
8 Inspection Department, the residential building
9 permit and zoning permit. And we will leave that as
10 one. And that will be five.

11 JUDGE DUKES: All right. Mr.
12 Coppage, any comments on any of those?

13 MR. COPPAGE: Not at this point, Your
14 Honor.

15 (MARKED PLAINTIFF'S EXHIBIT NO. 3.)

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16 (MARKED PLAINTIFF'S EXHIBIT NO. 4.)

17 (MARKED PLAINTIFF'S EXHIBIT NO. 5.)

18 JUDGE DUKES: All right. Go ahead,

19 Mr. Wegmann.

20 MR. WEGMANN: I would call

21 Mr. Walling from Grayco.

22 JUDGE DUKES: All right. Come on

23 around, please, sir. Get you to hold your right

24 hand up for me, please. Do you swear or affirm to

25 tell the truth, the whole truth, and nothing but the

24

1 truth so help you God?

2 MR. WALLING: Yes, sir.

3 JUDGE DUKES: All right. Would you

4 state your whole name for the record, please.

5 MR. WALLING: Jeremy Lawrence

6 Walling.

7 JUDGE DUKES: All right. Please

8 answer any questions Mr. Wegmann has.

9 WHEREUPON:

10 JEREMY WALLING, being duly sworn and

11 cautioned to speak the truth, the whole truth and

12 nothing but the truth, testifies as follows:

13 DIRECT EXAMINATION

Page 26

14 BY MR. WEGMANN:

15 Q. Mr. Walling, what do you do for a living?

16 A. I'm the general manager at Grayco Building
17 Center.

18 Q. And as the general manager what are your
19 basic duties?

20 A. Oversee operations, deal with employees,
21 deal with customers, deal with complaints.

22 Q. Okay. And I'll just cut to the chase. Do
23 you oversee items as a general manager dealing with
24 accounts and with people who order materials on
25 accounts and have them delivered or either pick them
25

1 up?

2 A. Yes.

3 Q. Okay. Are you familiar with the Briggs's
4 job at 6 Governor Blake Court on Vivians Island,
5 South Carolina?

6 A. I am.

7 Q. And why are you familiar with the Briggs'
8 job?

9 A. Because we are owed money on the Briggs'
10 job for materials that were delivered.

11 Q. Okay. And do you recall approximately
12 when materials started to be delivered to the
13 Briggs' job?

14 A. That was July 15.

15 Q. When they started or when they ended?

16 A. I think that is when they started.

17 Q. Okay.

18 A. I can look back. June.

19 Q. Okay. And did you have any interaction
20 with Mr. Briggs himself?

21 A. I did have a few conversations with him.

22 Q. All right. And what did those
23 conversations center around?

24 A. The conversations with Briggs started
25 happening when we were owed money. It started going

26

1 on a 30-day balance and then 60-day balance. And we
2 were attempting to collect the money.

3 Q. Okay. And at that point in time were you
4 intending to collect the money from Mr. Briggs?

5 A. No. We were attempting to collect the
6 money from CGBS. And Mr. Briggs was not paying
7 CGBS.

8 Q. Okay. Were you ever present when Mr.

9 Briggs came into Grayco and paid any of the early
10 bills until he stopped?

11 A. I was not present when he paid the earlier
12 bill.

13 Q. Okay. Was anybody at Grayco present to
14 your knowledge that were?

15 A. That would have been Sharon Davis. She is
16 our former A.R. manager.

17 Q. Okay. Sharon is no longer with Grayco?

18 A. Sharon is no longer with Grayco.

19 (MARKED PLAINTIFF'S EXHIBIT NO. 6.)

20 BY MR. WEGMANN:

21 Q. All right. I'm going to show you some
22 invoices here. And it doesn't matter if you --
23 start with the first one. I'm going to show you
24 what has been marked at Plaintiff's Exhibit 6. And
25 for everybody else who has copies, they are stapled

27

1 together. They say Briggs on the top left. Grayco
2 Building Center. And they have a little handwritten
3 scribble on them that says C.P.U.

4 A. Uh-huh.

5 Q. And then the total amount. I'm going to

6 ask you if you recognize those?

7 A. Yes.

8 Q. All right. What are they?

9 A. These are customer pickup invoices with
10 customer signatures.

11 Q. Okay. Is that what C.P.U. means?

12 A. Yes.

13 Q. Okay. And are there other ways in which
14 customers are given materials that they order from
15 you all?

16 A. Yes. Call in orders. And those go
17 through a coordinator or a counter salesperson. And
18 then they are entered for delivery. And they go
19 through Dispatch for delivery.

20 Q. Okay. And whose account were these order
21 on?

22 A. CGBS.

23 Q. All right. And where were they shipped
24 to, does it say?

25 A. To Vivians Island. Six Governor Blake

28

1 Court.

2 (MARKED PLAINTIFF'S EXHIBIT NO. 7.)

3 BY MR. WEGMANN:

4 Q. Okay. I'm going to show you 7. And that
5 is another set of them.

6 A. Uh-huh.

7 Q. And what is the difference between
8 Plaintiff's 6 and Plaintiff's 7?

9 A. Those are delivery tickets.

10 Q. Okay. And what is a delivery ticket?

11 A. Those are tickets that are called in or
12 either verbally given to us at the counter or with a
13 coordinator. And then they go through Dispatch and
14 delivery.

15 Q. Okay. And by delivery, where are they
16 delivered to?

17 A. They are delivered to the job site.

18 Q. Okay.

19 A. Address on the invoice.

20 Q. All right. And I'm going to ask you to
21 look through both sets of those.

22 A. Uh-huh.

23 Q. And then I'll ask you a question here in a
24 second. Before you go to Plaintiff's Number 7, on
25 Plaintiff's Number 6, do all of those say C.P.U. on

29

1 them?

2 A. Yes.

3 Q. Okay. And what types of materials are
4 they?

5 A. Basically it looks like miscellaneous
6 items. Some fill in framing lumber, some nails,
7 some strapping. I did see one special order item on
8 there, not uncommon.

9 Q. Okay. Are those the type of materials
10 that are routinely or normally customer pickup?

11 A. Yes.

12 Q. Anything out of the ordinary in the
13 customer pickup pile?

14 A. Nothing appeared out of the ordinary to
15 me.

16 Q. Okay. And let's go to Plaintiff's Exhibit
17 Number 7.

18 A. Okay.

19 Q. Now, those are the ones that you say are
20 marked delivery?

21 A. Yes.

22 Q. Are all the invoices in there marked
23 delivery?

24 A. We have all with the exception of a Marvin

25 Door ticket.

30

1 Q. Okay. Explain the Marvin Door ticket.

2 A. Those were special order doors that were
3 signed off on order. And Mr. Briggs refused to
4 accept them because he thought they were the wrong
5 color.

6 Q. Okay. Mr. Briggs refused to accept them?

7 A. Mr. Briggs refused to accept them.

8 Q. Okay. And where are those doors
9 currently?

10 A. Those are currently in our warehouse.

11 Q. Okay. Are those warehouse -- are those
12 doors that are in the warehouse part of what you
13 claim is owed under the Briggs' job to Grayco?

14 A. Yes.

15 Q. Okay. Now, on the delivery ticket ones,
16 how do you know they are delivery tickets?

17 A. Well, on these we have a dispatch copy
18 that goes to our Dispatch office and is stapled with
19 the order. Okay? I do not have the dispatch copies
20 here, but when I was alerted to this I went through
21 and married all the C.P.U.s up with the C.P.U.s and
22 all the delivery tickets up with the dispatch

23 copies.

24 Q. Okay. Do they also annotate on the copy
25 that there was a certain truck number and driver?

31

1 A. Yes.

2 Q. All right. Any reason to believe that
3 those materials that are in the delivery pile, that
4 those materials ended up at another job?

5 A. No.

6 Q. Okay. Grayco has been doing this for a
7 long time, haven't they?

8 A. About 45 years.

9 Q. Yeah. The method of customer pickup, the
10 method of delivery, and the method of notating on
11 the invoices, is that pretty much your standard
12 procedure?

13 A. It is pretty standard, yes.

14 Q. Okay. Do you occasionally have problems
15 with misdelivery or thing not being delivered?

16 A. Sure.

17 Q. All right. And how are those
18 traditionally handled?

19 A. Those are typically alerted -- we are

20 alerted within hours if something doesn't arrive
21 properly or it goes to an incorrect job site.

22 Q. Okay.

23 A. And then we either go back and move the
24 product down usually one lot over or forward
25 depending on the neighborhood. And then if there

32

1 is -- an item is missing, we go out and investigate.
2 And most times it is actually wrapped in lumber
3 wrapping and just the customer hasn't identified it
4 yet.

5 Q. All right. Do you recall a time during
6 the entire time that Grayco was involved in the
7 Briggs job site anybody calling to say there was
8 something missing or misdelivered?

9 A. No.

10 Q. All right. Did Mr. Briggs, who you've had
11 several discussions with, complain about
12 misdeliveries about, you know, things not showing
13 up, et cetera?

14 A. Mr. Briggs came to me one day to complain
15 that he didn't think he had the amount of OSB on his
16 job site that he said we delivered.

17 Q. Okay. Is that the only complaint he ever

18 made to you?

19 A. It was -- that complaint was just
20 repeated.

21 Q. Okay. But OSB?

22 A. It was OSB, yes. That was the primary
23 reason.

24 Q. Okay. Are there any tickets in there that
25 where OSB tickets?

33

1 A. Yes.

2 Q. Okay. But are there tickets in there that
3 are not OSB tickets?

4 A. Yes.

5 Q. All right. On the Briggs job as it
6 relates to Grayco, what does Grayco believe is owed
7 under the Briggs job for materials delivered in
8 either customer pick up and/or truck delivery to Mr.
9 Briggs' job site?

10 A. I don't want to get this amount wrong, so
11 I may have to consult my --

12 Q. Is it something I need to talk to the A.R.
13 person about? If that is the case, that is fine.
14 I'm happy to call her.

15 A. Well, what we've done is we have -- we've
16 made a temporary hold on interest accrual an effort
17 to help CGBS.

18 THE WITNESS: So, Melissa, is this
19 amount at the bottom the true amount due? Sorry.

20 BY MR. WEGMANN:

21 Q. That's okay. I don't have any problem
22 calling Melissa.

23 A. Okay.

24 Q. And who is Melissa, what is her full name?

25 A. Melissa Shuman, Grayco A.R. manager.

34

1 Q. Okay. And by A.R., that is accounts
2 receivable?

3 A. Accounts receivable.

4 Q. So her job is to track accounts receivable
5 for A.R.?

6 A. Correct.

7 Q. So she would be able to tell me what is
8 owed under the Briggs job?

9 A. Yes.

10 Q. Okay. But you are able to tell me to the
11 best of your knowledge that all of those things
12 contained in those invoices were either customer

13 picked up for the job and/or delivered to the job
14 site?

15 A. Correct.

16 Q. Any doubt in your mind?

17 A. No doubt in my mind.

18 Q. Okay. Any other interactions -- well, let
19 me ask you this. After roughly the July 15th or
20 after the time CGBS came off the job, did Mr. Briggs
21 continue to come into Grayco and order materials?

22 A. He did.

23 Q. Okay. And how -- for how long did he
24 continue to come in and order materials?

25 A. I would say approximately three or four

35

1 weeks.

2 Q. Okay. And were those materials either
3 truck delivered or customer picked up?

4 A. Yes.

5 Q. All right. Were all of those materials
6 paid for?

7 A. Paid for by check.

8 Q. Okay. And no problems with the check?

9 A. No problems with the check.

10 MR. WEGMANN: All right. Please
11 answer any questions that Mr. Coppage may have of
12 you.

13 MR. COPPAGE: Thank you.

14 CROSS EXAMINATION

15 BY MR. COPPAGE:

16 Q. Mr. Walling, what is Grayco's policy on
17 the acceptance of an invoice? My question comes
18 basically from -- I'm looking at these invoices,
19 but -- Plaintiff's Exhibit 6 and 7 at the bottom
20 they have a signature line with a name under the
21 line and sometimes a signature above, sometimes no
22 signature.

23 A. Uh-huh.

24 Q. How does that name get there and what does
25 that mean?

36

1 A. On a call-in delivery it is almost
2 impossible to get a signature because they are
3 usually calling from the job site.

4 Q. Uh-huh.

5 A. Customer pick up, they are actually at a
6 terminal face-to-face. And then that is when they
7 sign.

8 Q. Okay. And who is the -- so it's the
9 person making the order who is the person that is
10 reflected --

11 A. Correct.

12 Q. -- at the bottom of these invoices? On
13 any of these invoices we've looked over is Chris
14 Briggs' name present?

15 A. I would be happy to go back through them.
16 I do not see a Chris Briggs' signature.

17 Q. And is his name below any of those
18 signature lines?

19 A. No.

20 Q. And does it appear that he has signed
21 above any of those signature lines?

22 A. No.

23 Q. Do you know whose signature is above the
24 signature lines?

25 A. I know several.

37

1 Q. Could you tell us who those are?

2 A. I see Clyde Padgett who was a
3 subcontractor. I see Mike Thorpe. I see Ernest
4 Black, Mike Thorpe, Clyde Padgett, Clyde Padgett. A

5 lot of Clyde Padgetts.

6 Q. Did you ever have a conversation with
7 Chris Briggs in which he said or he represented that
8 he was -- had permission to buy things on CGBS
9 Residential's account?

10 A. Chris and I never had that conversation
11 directly.

12 Q. Did you ever have that conversation with
13 anybody from CGBS Residential?

14 A. In terms of Christopher Briggs being able
15 to charge?

16 Q. Yes, sir.

17 A. No, I did not.

18 Q. All right. And earlier on in your
19 testimony you said that Grayco started delivering
20 items to the site in June -- around June 15th or
21 early July. Was that of 2015?

22 A. 2015.

23 Q. Okay. And those items are all of those
24 items that are listed here on these invoices?

25 A. Yes.

38

1 MR. COPPAGE: All right. No further
2 questions at this time, Your Honor.

3 JUDGE DUKES: All right. Thank you.

4 Anything else of this witness, Mr. Wegmann?

5 MR. WEGMANN: Not at this time, Your
6 Honor.

7 JUDGE DUKES: All right. Thank you,
8 sir. You can go back to your seat. Please call
9 your next witness.

10 MR. WEGMANN: I would call Melissa
11 Shuman

12 JUDGE DUKES: Hello.

13 MS. SHUMAN: Hello.

14 JUDGE DUKES: Get you to raise your
15 right hand for me, please. Do you swear or affirm
16 to tell the truth, the whole truth, and nothing but
17 the truth so help you God?

18 MS. SHUMAN: Yes, sir.

19 JUDGE DUKES: All right. Please
20 state your whole name for the record.

21 MS. SHUMAN: Melissa Ann Shuman.

22 JUDGE DUKES: Please answer any
23 questions Mr. Wegmann --

24 WHEREUPON:

25 MELISSA SHUMAN, being duly sworn and

39

1 cautioned to speak the truth, the whole truth and
2 nothing but the truth, testifies as follows:

3 DIRECT EXAMINATION

4 BY MR. WEGMANN:

5 Q. I know we already know, but I'm going to
6 ask you anyway. What do you do for a living?

7 A. I am A.R. manager for Grayco billing.

8 Q. And I think most everybody knows what A.R.
9 is, but could you explain to me what A.R. is?

10 A. Accounts receivables. So I do billing and
11 collecting of accounts.

12 Q. Okay. And is that for all of Grayco's
13 billing accounts?

14 A. Correct. Seven locations.

15 Q. And how many billing accounts are there?

16 A. Roughly a thousand.

17 Q. Okay. And so the Briggs Vivians Island's
18 house was one account?

19 A. Yes, sir.

20 Q. All right.

21 COURT REPORTER: Would you speak up
22 just a little bit more if you don't mind?

23 THE WITNESS: Sorry.

24 BY MR. WEGMANN:

25 Q. All right. And I'll ask you to do the

40

1 same thing. If you will look at Plaintiff's 6 and
2 Plaintiff's 7 for me, and can you tell me what those
3 are?

4 A. Those are customer invoices.

5 Q. Have those customer invoices all been paid
6 upon that account?

7 A. No, sir.

8 Q. All right. Well, as of today -- and I
9 know we had some testimony earlier that there has
10 been a suspension of interest, but as of today there
11 is a certain amount, is it fair to say, that is owed
12 under that account plus some interest?

13 A. Yes, sir. And I apologize. It's not
14 suspension. It's a reduction of interest.

15 Q. Okay. And I may need you to explain that
16 to me.

17 A. Okay.

18 Q. But essentially as I understand it there
19 is a certain amount that has been due for materials
20 delivered; is that correct?

21 A. Yes, sir.

22 Q. Can you give me that amount out of that
23 account?

24 A. Roughly 41,000 is materials. It's 46,000
25 plus 5,000 of interest -- minus 5,000 of interest.

41

1 Q. So as we sit here today then if I were to
2 write you a check to pay off that account, what
3 would that account be?

4 A. \$46,438.47.

5 Q. Is it going to continue to accrue interest
6 over time?

7 A. Yes, sir.

8 Q. All right. And what is the interest rate
9 at which it will continue to accrue?

10 A. I believe that it's eight percent with the
11 reduction of interest.

12 Q. Okay. What is your normal interest rate
13 that it accrues at?

14 A. Eighteen percent.

15 Q. And is that as a favor to CGBS or is that
16 as a favor to Mr. Briggs?

17 A. That is a favor to CGBS.

18 Q. Okay. You heard -- I'm terrible with

19 names. You heard Mr. Jeremy say earlier that there
20 was a period of time after CGBS came off the job
21 that Mr. Briggs continued to order materials and
22 supplies. Do you recall that?

23 A. I apologize. If it doesn't hit the
24 account, it's not something that I'm directly
25 involved with.

42

1 Q. Okay. So if there is no account
2 receivable that goes into arrears, you don't get
3 involved?

4 A. Yes, sir.

5 Q. Okay. Perfect. Makes good sense. And
6 you don't have anything to do with the delivery side
7 of it, the customer pick up side of it or anything
8 like that?

9 A. No, sir.

10 Q. Okay. So the area that you would deal
11 with in Grayco is purely what is due under that
12 account?

13 A. Yes, sir.

14 Q. Okay. And that current amount due again
15 is what?

16 A. \$46,438.47 as of 6/30/16.

17 Q. Okay. Let me ask you this. Were there
18 any charge-backs to that original \$41,000 figure?

19 A. Yes. There was credits. The 41,000 is
20 the bottom line with invoices and credits on the
21 job.

22 Q. Okay. And how many credits were given to
23 the job?

24 A. Six credits.

25 Q. And what were those credits for?

43

1 A. Products specifically?

2 Q. Roughly.

3 A. It was six -- roughly 6,000.

4 Q. Okay. And why would somebody get a
5 credit?

6 A. Product that they no longer needed on the
7 job site, it was returned to get credit on the same
8 job.

9 Q. Okay. So if I order too many two-by-fours
10 I can return some and I'll get a credit back?

11 A. Yes, sir.

12 Q. And there were six credits on this
13 account?

14 A. Yes, sir.

15 Q. So somebody has gone through the account
16 and determined that some stuff was either returned
17 or not delivered?

18 A. Yes, sir.

19 MR. WEGMANN: Okay. I have no
20 further questions. Please answer any that Mr.
21 Coppage may have.

22 CROSS EXAMINATION

23 BY MR. COPPAGE:

24 Q. Ms. Shuman, you testified that your
25 really -- your only involvement is once something

44

1 becomes overdue?

2 A. Yes, sir.

3 Q. You inspect the records and keep those
4 records?

5 A. Yes, sir.

6 Q. And the outstanding amount due as shown on
7 Plaintiff's Exhibit 6 and Plaintiff's Exhibit 7
8 shows that those were sold to CGBS; is that correct?

9 A. Yes, sir.

10 Q. All right. And CGBS Residential is the
11 party who has an outstanding balance with Grayco,

12 correct?

13 A. Yes, sir.

14 Q. Do you have any reason to believe that
15 CGBS Residential gave Mr. Briggs permission to order
16 things on its line of credit at Grayco?

17 A. That would not be something I would be
18 aware of.

19 Q. Has a bill for any of the items shown in
20 Plaintiff's Exhibit 6 and Plaintiff's Exhibit 7 ever
21 been sent to Mr. Briggs?

22 A. They were delivered -- according to the
23 records, they were delivered to the job site or
24 picked up by CGBS.

25 Q. They were delivered to the job site

45

1 addressed to CGBS?

2 A. Six Governor Blake Court.

3 Q. And you have no way of knowing whether or
4 not any of these items was actually used on the
5 Briggs' residence, do you? You just --

6 A. I would have no knowledge of that.

7 MR. COPPAGE: Okay. No further
8 questions, Your Honor.

9 JUDGE DUKES: All right. Any other
10 questions, Mr. Wegmann?
11 MR. WEGMANN: No.
12 JUDGE DUKES: Thank you so much.
13 THE WITNESS: Thank you.
14 MR. WEGMANN: Call Mr. Thorpe.
15 COURT REPORTER: Mr.?
16 MR. WEGMANN: Thorpe.
17 JUDGE DUKES: Sir, please hold your
18 right hand up. Do you wear or affirm to tell the
19 truth, the whole truth, and nothing but the truth so
20 help you God?
21 MR. THORPE: I do.
22 JUDGE DUKES: State your whole name
23 for the record, please.
24 MR. THORPE: Michael J. Thorpe.
25 JUDGE DUKES: Go ahead, Mr. Wegmann.

46

1 WHEREUPON:
2 MIKE THORPE, being duly sworn and
3 cautioned to speak the truth, the whole truth and
4 nothing but the truth, testifies as follows:
5 DIRECT EXAMINATION
6 BY MR. WEGMANN:

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7 Q. Mr. Thorpe, what do you do for a living?

8 A. General contractor, residential builder.

9 Q. Okay. You are affiliated with CGBS?

10 A. Yes, I own it.

11 Q. Okay. And how long have you owned it?

12 A. Since '06.

13 Q. At some point in time you became involved
14 with Mr. Briggs, the Defendant?

15 A. Yes.

16 Q. How did you become involved with Mr.
17 Briggs?

18 A. I was referred to Mr. Briggs by the
19 designer that was designing his house. And two
20 people referred my company to Mr. Briggs, also.

21 Q. Okay. I want to make clear we earlier had
22 put into the record that Mr. Briggs served as his
23 own builder. Was your license used to build this
24 house?

25 A. No.

47

1 Q. Okay. Do you recall Mr. Briggs certifying
2 to the County that he was going to act as his own
3 builder?

4 A. Yes.

5 Q. Okay. Would it be fair to characterize
6 your relationship with Mr. Briggs as you were under
7 a construction management agreement?

8 A. Yes.

9 Q. All right. I want to talk to you about --
10 a little bit about that agreement, but since we've
11 had some talk about Grayco, any building or any
12 residential construction supplies and materials are
13 going to have to be ordered, correct?

14 A. That's correct.

15 Q. That would be a fair statement. And they
16 are coming from somewhere, whether they are Grayco
17 or Builder's First Source or Gaster or somebody,
18 correct?

19 A. Yes.

20 Q. All right. And there were materials to
21 your knowledge delivered by Grayco to the job site,
22 correct?

23 A. Yes.

24 Q. All right. I'm going to have you look at
25 Plaintiff's 6 and 7 there. Do any of those look

48

1 familiar?

2 A. Very, yes. A lot of them have my
3 signature.

4 Q. And they mention that a lot of them had
5 Clyde Padgett's signature. Who is Clyde Padgett?

6 A. Clyde Padgett was the framer.

7 Q. Okay. And how were the subcontractors on
8 this contract chosen?

9 A. Prior -- after the management agreement
10 was signed and prior to we -- I took bids from our
11 various contractors. Mr. Briggs had taken a
12 material quote from Gaster Lumber and one from
13 Lowe's. And I recommended that we take one from
14 Grayco. At the end Grayco's was more thorough. So
15 he decided to go with Grayco, but all of the
16 subcontractors, I e-mailed them the plans. And they
17 sent quotes back.

18 Q. Okay. Who approved the subcontractors?

19 A. Mr. Briggs approved everything in the end.

20 (MARKED PLAINTIFF'S EXHIBIT NO. 8.)

21 BY MR. WEGMANN:

22 Q. Okay. You all -- I'm going to show you
23 Plaintiff's Exhibit 8 and ask if you recognize it.
24 And it's part of the complaint, but --

25 A. Yes. That is the management agreement

1 that was signed by myself and Mr. Briggs on March 26

2 --

3 Q. Okay.

4 A. -- 2015.

5 Q. And you were to be paid under this
6 management agreement, if I paraphrase correctly,
7 based on the total construction cost, correct?

8 A. That's correct.

9 Q. But there were monthly payments that were
10 to go to you in the form of \$2,000 a month that
11 would be credited toward the final total cost,
12 correct?

13 A. That's correct. And we took this on a
14 management agreement because at the time Briggs was
15 not working. And he said, you know, I just -- I
16 need some help with the house. So we helped him get
17 started, helped him get the foundation going and
18 everything like that and helped him get it priced
19 out.

20 We actually priced out two houses for him.
21 One was a -- it was 7,200 square feet under roof. I
22 think he decided that that was too large or too

23 expensive. And he said that he was going to have
24 his friend from New York build that one next door.
25 And so that is where that is at.

50

1 Q. Okay. You said he wasn't working at the
2 time it got started. At some point in time did he
3 go to work?

4 A. Yes. He -- shortly after we got
5 everything signed, he went to work for the Beaufort
6 County Sheriff's Department.

7 Q. Okay. Do you know what he did before he
8 moved down here?

9 A. He said he was a police officer in New
10 York, around New York City somewhere.

11 Q. All right. And so at some point in time
12 he went to work for the Beaufort County Sheriff's
13 Department?

14 A. Yes.

15 (MARKED PLAINTIFF'S EXHIBIT NO. 9.)

16 BY MR. WEGMANN:

17 Q. Let me show you what has been marked as
18 Plaintiff's Exhibit 9. And it looks to be like a
19 CGBS Residential (inaudible) payments by Chris
20 Briggs. I'm going to ask if you recognize that?

21 A. Yes.

22 Q. What is it?

23 A. It's where he paid us in April, June, and
24 July for management fee. Got a reimbursement for
25 labor. We had someone to cut the pylons off. And

51

1 there are three or four -- there is a couple of
2 framing reimbursements where -- it was under
3 agreement that he was to pay all of the
4 subcontractors and everything, but once he started
5 work sometimes we couldn't find him.

6 Q. Okay.

7 A. So we would -- on a Friday we would have
8 to write checks out of our account and he would
9 reimburse us.

10 Q. Okay. So to be fair though, those are
11 payments that you've received?

12 A. That's correct.

13 Q. You are not asking the Court to reimburse
14 you for any of that. That is stuff you've already
15 received that he reimbursed and paid for?

16 A. That's correct.

17 Q. All right. Are there any items for which

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18 you've paid that you haven't been reimbursed?

19 A. There is an outstanding invoice that we
20 owe to Pro Disposal.

21 Q. And who is Pro Disposal.

22 A. Pro Disposal provides the canister for
23 trash and the portable toilets.

24 Q. Okay. And that canister for trash and the
25 portable toilets was on --

52

1 A. I think 500 -- it was on my account for --
2 and it's \$512. And it's for the Briggs.

3 Q. Okay. So no doubt in your mind that it
4 was delivered to the Briggs' job site and was on the
5 Briggs' job site?

6 A. It's still on the Briggs' job site. They
7 won't remove it because he won't pay the bill.

8 (MARKED PLAINTIFF'S EXHIBIT NO. 10.)

9 BY MR. WEGMANN:

10 Q. Okay. And I'm going to show you what has
11 been marked as Plaintiff's Exhibit 10 and ask if you
12 recognize that?

13 A. That is Pro Disposal's invoice, \$512.32.

14 Q. Okay. So you haven't been reimbursed for
15 that?

16 A. No.

17 (MARKED PLAINTIFF'S EXHIBIT NO. 11.)

18 BY MR. WEGMANN:

19 Q. Okay. You mentioned there was another
20 one. I'm going to show you what has been marked as
21 Plaintiff's Exhibit 11 and ask you what is that?

22 A. This is an invoice from Collins Pest
23 Control for termite service at 6 Governor Blake.

24 Q. And on new construction what would I need
25 termite service for?

53

1 A. Prior to the slab being poured you spray
2 the ground --

3 Q. Okay.

4 A. -- under the slab.

5 Q. And that is an invoice for how much?

6 A. \$150.

7 Q. And you have not been reimbursed for that
8 either?

9 A. That's correct.

10 Q. Mr. Briggs given you any reason why he
11 didn't reimburse you for either of those?

12 A. These were due when he released us from

13 the management agreement.

14 Q. And he just stopped paying everything at
15 that point?

16 A. Yes.

17 Q. Okay. You've been building houses how
18 long?

19 A. Ten years.

20 Q. Okay. To your knowledge does Mr. Briggs
21 currently have his house up for sale?

22 A. Yes.

23 Q. Okay. Are you familiar with the house?

24 A. Yeah. Well, very familiar with the
25 foundation and the framing, but the interior I saw

54

1 on the internet.

2 Q. To your knowledge how much does he have
3 the house listed for?

4 A. \$1 million.

5 Q. Okay. Now, earlier we put in a title to
6 real estate that says he bought the place for --
7 land for \$175,000. He's asking a million. That is
8 about -- wasn't good in math. That is why I'm a
9 lawyer, but that would be about 825,000, correct?

10 A. Correct.

11 Q. It wouldn't cost 825,000 to build this
12 house, would it?

13 A. No.

14 Q. Okay. In your opinion what was the cost
15 to build, roughly, this house?

16 A. I would say somewhere between 475 and 525.

17 Q. Okay. Do you know what was on the
18 building permit? And I can show it to you.

19 A. I don't -- it would have been considerably
20 lower.

21 Q. Why would it be considerably lower?

22 A. We always do that.

23 Q. I'll show you what has been marked as
24 Plaintiff's Exhibit 5. Tell me what the number is
25 that Mr. Briggs claimed to the County it was going

55

1 to cost to build the place?

2 A. 376,710.

3 Q. Could you build that house for 376,710?

4 A. No.

5 Q. Okay. One of the things within your
6 contract that you were suppose to be paid was
7 eight percent of the total cost, correct?

8 A. That's correct.

9 Q. All right.

10 A. If we had been the contractor it would
11 have been roughly 13 to 15 percent.

12 Q. Okay. And Plaintiff's Exhibit 9 states
13 that under that eight percent you took draws
14 totaling 7,300, correct?

15 A. That's correct.

16 Q. Again, I'm not good at math, but if I take
17 your estimate of somewhere around \$500,000 to build
18 it and I take eight percent of that, you haven't
19 been totally paid under your contract for the
20 management fees you were suppose to be paid, have
21 you?

22 A. No.

23 Q. Okay. And if I take 500,000 and I do
24 eight percent, again, I'm not good at math, but
25 luckily I've got a calculator that is, that would be
56

1 \$40,000. Does that sound about right?

2 A. That's about right.

3 Q. And if I take the 7,300 that you've been
4 paid off that, that would be \$32,700?

5 A. Yes.

6 Q. Okay. So even if -- and that is at your
7 estimate -- middle estimate of what it would take to
8 build that house, correct?

9 A. Correct.

10 Q. All right. If I use what Mr. Briggs told
11 the County he was going to build it at --

12 A. 376.

13 Q. I probably took it. You took it back?
14 You are keeping me honest. Nope, next one.
15 Plaintiff's Exhibit 5, 376,710, does that sound
16 about right?

17 A. Yes.

18 Q. And I take eight percent of that I get
19 30,136.80. Does that sound about right?

20 A. Yes.

21 Q. Take my word for it? And if I take off
22 that the 7,300 you've already been paid, that still
23 leaves 22,836.80; is that correct?

24 A. That's correct.

25 Q. Okay. And that is something based on the

57

1 breach of contract you are asking the Court to
2 reimburse you for, correct?

3 A. Correct.

4 Q. And, again, can you build that house for
5 376,710?

6 A. No.

7 (MARKED PLAINTIFF'S EXHIBIT NO. 12.)

8 BY MR. WEGMANN:

9 Q. All right. You said you've seen it -- you
10 said you've seen the house and what is out there
11 online and everything else and actually you pulled
12 these pictures down for me. I'm going to show you
13 what has been marked Plaintiff's Exhibit 12. Can
14 you flip through those real quick?

15 A. Pretty house.

16 Q. Okay. Are those the pictures that were
17 out on the internet on the M.L.S.?

18 A. Yes.

19 Q. Okay. And to the best of your knowledge
20 they accurately show what Mr. Briggs has represented
21 to be his house to the world because it's for sale?

22 A. Yes.

23 Q. All right. Have you been out there since
24 it's been finished?

25 A. Yes.

1 Q. Does it generally look like what you see
2 in those pictures?

3 A. It does.

4 Q. Okay. And, again, you don't believe that
5 you could build that for the 376,710?

6 A. I do not.

7 Q. All right. Try to keep these all right
8 here. Within Plaintiff's Exhibit 8, your contract,
9 on Page 2 there is a section marked indemnity, is
10 there not?

11 A. Yes.

12 Q. Which essentially the two parties agreed
13 to indemnify each other against all claims, damages,
14 losses, and expenses including but not limited to
15 attorneys fees and costs, correct?

16 A. Correct.

17 Q. And on the back page of this, the last
18 page, there is also an attorneys fees that the
19 prevailing party in any action at law in equity can
20 have their reasonable attorneys fees and costs paid
21 for by the other party; is that not correct?

22 A. Yes.

23 Q. Okay. As we sit here today, your account
24 at Grayco is \$46,000 and some change, correct?

25 A. Correct.

59

1 Q. And at least the invoicing indicates that
2 those materials were either customer picked up or
3 delivered to the Briggs' job site?

4 A. That's correct.

5 Q. All right. Do you have any reason to
6 believe they weren't delivered to the Briggs' job
7 site?

8 A. No.

9 Q. Do you believe that the proper credits
10 were given on that account?

11 A. I do.

12 Q. Did you use that account marked Briggs for
13 any of your other jobs?

14 A. No.

15 Q. Did you remove any of the materials that
16 were either delivered or customer picked up and use
17 them on another job?

18 A. No.

19 Q. Okay. Mr. Briggs, would you characterize
20 him as a careful person?

21 A. Well, if you are saying did he keep an eye

22 on everything, if that is what you mean by careful,
23 he had cameras all over the place out there. That
24 was one of the big things with the subcontractors,
25 trying to find them daily where he would move them.

60

1 And they were tied into his computer. He could see
2 everything that was going on at the job.

3 Q. Okay. Prior to him letting you go, did he
4 ever complain to you that there were things showing
5 up on bills that he believed were not delivered to
6 the job site?

7 A. Never.

8 Q. Fair to say he actually ordered something
9 on the day he said he didn't need you to work
10 anymore for Grayco on your account?

11 A. That would have been on July the 7th.
12 It's possible.

13 Q. Okay. To your knowledge, since there has
14 been some questions asked about it, to the best of
15 your knowledge did you have an agreement with him
16 that he could order on your account?

17 A. Yes. I mean, that is what we were doing.
18 We took the -- we took the Gaster Lumber, Grayco,
19 and Lowe's material quotes. And Grayco's was

20 more -- it was more thorough. It had everything in
21 it. And --

22 Q. Why would that be important?

23 A. Well, you know the total cost at that
24 point. I think Gaster -- all Lowe's did was take
25 Gaster's quote and price -- put their numbers on it.

61

1 And Gaster did not have -- I don't think they had
2 all the windows or no windows. And they did not
3 have the siding of the house on there.

4 So when we went with Grayco, Grayco's
5 quote was more, but they had more material and
6 more -- they had the siding in it. And that is
7 when, you know, he said, you know, I don't have an
8 account at Grayco. We can just buy the material on
9 your account. He actually made a couple of payments
10 on it from -- in the beginning.

11 And I remember getting a call from Sharon
12 at one time there toward the end of June. And she
13 said, Mike, Briggs is two weeks. He needs to come
14 in and make a payment because our agreement was --
15 and when Briggs went in and talked to Sharon the
16 agreement was he would come in weekly and write the

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17 checks. And he did that for a few weeks.

18 Q. Okay. Do you believe Grayco is owed
19 41,000 plus some interest?

20 A. I know they are, yes.

21 Q. Okay. And do you believe that they are
22 holding you ultimately responsible for it?

23 A. Yes.

24 Q. And are those materials to the best of
25 your knowledge in the Briggs home?

62

1 A. They are.

2 Q. And, unfortunately, you had to go hire an
3 attorney, me, did you not?

4 A. That's correct.

5 (MARKED PLAINTIFF'S EXHIBIT NO. 13.)

6 BY MR. WEGMANN:

7 Q. Let me show you what has been marked as
8 Plaintiff's 13. That is an affidavit from me on
9 your attorneys fees and costs roughly to-date.
10 There is some time in there that is not in there for
11 today -- in there, but I talked to you a little bit
12 about it. I've been employed by you on this case
13 for -- well, we are getting close to a year, are we
14 not?

15 A. Uh-huh.

16 Q. And we've obviously filed a lawsuit.
17 We've had some dealings with Grayco. We've had some
18 dealings with Mr. Briggs' attorney, et cetera. Been
19 to a couple hearings now and chased some things, but
20 as of July 12, 2016, before our last hearing I
21 calculated -- my office manager calculated it at
22 \$8,113.31. Does that sound about right?

23 A. I had not kept up with it. Every time you
24 send me an invoice, I send you a check so --

25 Q. I understand.

63

1 A. You know, I'm not for sure about the
2 hours, but whatever hours you have billed me for I
3 have spent five times that preparing and worrying
4 and everything in the world about this.

5 Q. Okay. You heard me mention earlier on
6 when we were talking earlier with the Court that how
7 has this situation affected your ability to get
8 credit at other lumber supply stores?

9 A. I had -- when all of this first started I
10 was -- just finished up a house in Bluffton and was
11 looking at some more over there. And I have an

12 account with Espy Lumber. And I had applied for an
13 account with Builder's First Source. And Builder's
14 First Source called me and, Mike, with this lien on
15 your account, on your company, we can't give you
16 credit.

17 Q. The lien they are talking about is at some
18 point in time did Grayco through an attorney file a
19 notice of mechanic's lien?

20 A. They did. When all of this first came
21 about they -- Grayco filed the mechanic's lien. And
22 then for some reason let it drop.

23 Q. Did that denial at Builder's First Source
24 cause you to lose any work?

25 A. Well, I lost a -- I had bid a \$564,000

64

1 house total on Brown's Island. I had a \$65,000
2 profit margin in that house. And the owner heard
3 that CGBS Residential did not pay their bills, did
4 not pay their suppliers.

5 Q. And that was a result to your knowledge of
6 the mechanic's lien notice?

7 A. That's correct. And the bill owed by
8 Grayco.

9 Q. Do you believe that you would have gotten

10 that job but for that?

11 A. I was \$25,000 under the next bidder.

12 Q. Have you had any discussion with Mr.
13 Briggs about paying the bill at Grayco as well as
14 paying the other items that you are owed?

15 A. When all of this first started -- well, as
16 a matter of fact the day, on July the 7th, that
17 Briggs released us from the contract I went out
18 there to Briggs' house and he was there with another
19 builder that he had become friends with. It was
20 Billy Gavigan of Gavigan Homes.

21 So I think what Briggs needed from me was
22 to get him through the hard part. He needed the
23 foundation done, the framing done, and then he got
24 very acquainted with all of my subcontractors, got
25 my subcontracting pricing, and then he became

65

1 friends with another builder and just said, I don't
2 need you guys. So --

3 Q. So I want to summarize basically what you
4 are asking this Court to award you is essentially
5 under the breach of contract you would like to be
6 paid. And we went through the numbers earlier, but

7 you would like to be paid your expectation interest,
8 what you would have earned if you had been able to
9 fulfill the contract, correct?

10 A. Yes. You know, my most important concern
11 right now is Grayco.

12 Q. I understand.

13 A. That is my livelihood. And they have been
14 great about letting me carry this for almost a year
15 now. Well, over a year. And so that is any primary
16 concern. Get them paid. And then I would like to
17 have my attorney fees paid. And then whatever else
18 I could get for the time and the energy, effort,
19 aggravation that this man has caused because he
20 knows he owes this money.

21 The material is in his house. And he
22 agreed to it. He paid for it for awhile. And I
23 think basically what he did, he is defrauding my
24 company of \$48,000. He knew exactly what he was
25 doing.

66

1 MR. WEGMANN: Please answer any
2 questions Mr. Coppage has.

3 CROSS EXAMINATION

4 BY MR. COPPAGE:

5 Q. Mr. Thorpe, you and Mr. Wegmann discussed
6 the construction management agreement that you
7 entered on March 26th --

8 A. Yes.

9 Q. -- 2015 with Mr. Thorpe. Have you got
10 that handy?

11 A. Yes.

12 Q. Now, as I see on the second page of that
13 the compensation for the project was going to be
14 eight percent of the total cost of the project?

15 A. Correct.

16 Q. And you've testified to how much he paid
17 out of pocket. And I believe you were involved in
18 the project until late July 2015?

19 A. July 7th.

20 Q. July 7th. And after that do you have any
21 knowledge of what went on at the build site, how the
22 house was built, how that was all done?

23 A. Honestly?

24 Q. Yes.

25 A. Yes. Because the subcontractors would

67

1 call me, are you going to pay us? We are not

2 getting paid. The foundation guy, Briggs shorted
 3 him almost \$5,000. The sheetrock guy that was
 4 finishing the sheetrock was actually doing some work
 5 at my home for me. And he said I wish I had never
 6 taken this job. He said, I can't get my money. He
 7 said, he won't pay me. He didn't pay the roofer all
 8 he owed him. He didn't pay the insulation person
 9 all he owed him. And that is all I know. As far as
 10 I know, he did pay the electrician and the plumber
 11 everything he owed them.

12 Q. So you don't have any personal knowledge
 13 of the materials he was buying to put into the house
 14 or what he was paying subcontractors to build the
 15 house or anything like that?

16 A. No. I know the framer that we hired to
 17 build it, he was paying him some -- a little extra
 18 to oversee things. And then -- that is still when
 19 he was with the Sheriff's Department. So the
 20 framer -- he accused the framer of something. So
 21 the framer sat down with Sheriff Tanner and filed a
 22 formal written complaint with him over Briggs not
 23 paying him. So --

24 Q. And on July 7th, it sounds like your last
 25 day working on the project, how much had gone into

1 it? What was the cost of the project at that point?

2 A. Roughly close to a hundred thousand
3 dollars. Between 80 -- let's see. Twenty-four on
4 the foundation, 23 on the piles. And then the 40 --
5 close to a hundred.

6 Q. So -- and you've estimated that the whole
7 project was about \$400,000?

8 A. I would say 475 to five and a quarter.

9 Q. And that would just be based on an
10 estimate -- a guess of what happened --

11 A. That's correct.

12 Q. -- subsequent to your --

13 A. That's correct.

14 Q. And now can you tell me -- to go back to
15 your construction management agreement, is there
16 anywhere in the agreement that points out that Mr.
17 Briggs can order items on your Grayco account?

18 A. That he had permission to do so?

19 Q. Yes.

20 A. No.

21 Q. And you testified that you had an
22 agreement for him to order items?

23 A. No, I didn't.

24 Q. Did you have an agreement like that?

25 A. Mr. Briggs and I had an agreement that we

69

1 were going to purchase the materials to build his
2 house on my Grayco account. And he was going in
3 weekly to pay that bill. That was the agreement.

4 Q. When did you make that agreement?

5 A. When we signed the management agreement.

6 I think it states in here that he is to pay all the
7 bills.

8 Q. Do you have a copy of the complaint handy?

9 Number 4 -- let's see if that is -- everything is
10 just numbered right on through. Number four
11 under -- four, first cause of action, breach of
12 contract?

13 A. Uh-huh.

14 Q. That says as part of the agreement Briggs
15 requested and CGBS agreed to allow Briggs to order
16 materials on CGBS's account at Grayco Building
17 Center?

18 A. Correct.

19 Q. But you are saying that that is not
20 accurate?

21 A. No, that is accurate.

22 Q. I understood that what you just told me
23 was that you would order materials for the job and
24 he would reimburse you?

25 A. No. We would order the materials for the

70

1 job and he would go in and pay Grayco for them.

2 Q. All right. So there was no agreement to
3 allow him to order materials?

4 A. Well, we were building his house. So I'm
5 assuming that if he needed something he could go in
6 and order it. He was paying the bill.

7 Q. But there was no agreement as Number 4
8 here says to allow him to order materials on your
9 account at Grayco?

10 A. Well, I will have to sit here and read
11 this and see if it's in here somewhere.

12 MR. WEGMANN: At this point, Your
13 Honor, I would just object a little bit. Everything
14 within the complaint is already deemed admitted.

15 JUDGE DUKES: Yeah, true enough.
16 I'll let him finish his answer though.

17 MR. WEGMANN: I understand, Your
18 Honor, but everything that is in the complaint is

19 already deemed admitted.

20 MR. COPPAGE: Your Honor, I'm asking
21 questions not to show whether or not the contract
22 existed or this agreement existed between them, but
23 to show whether or not Mr. Briggs was actually the
24 one making these purchases. I believe that is what
25 we are here to show that -- or specifically this

71

1 cause of action that whereby the damages that arose
2 from his purchasing these things on CGBS's account.
3 So, if he wasn't purchasing these things on CGBS's
4 account there are no damages there.

5 MR. WEGMANN: Well, I can appreciate
6 that, but in failing -- the breach of contract claim
7 says by failing to indemnify Defendant hold harmless
8 Grayco's claim for which materials were ordered for
9 use in construction of the project. I mean, there
10 is an indemnity clause within the contract. It's
11 deemed admitted. It's deemed it's in breach. And
12 he had an obligation to indemnify and hold him
13 harmless from it.

14 JUDGE DUKES: Tell you what, I'll
15 certainly allow the witness to answer the question

16 that was asked. And that was -- I think it had to
17 do with whether or not Mr. Briggs himself ordered
18 materials and whether or not there was an agreement
19 to allow him to do so. So was that your question,
20 Mr. Coppage?

21 MR. COPPAGE: It was.

22 JUDGE DUKES: Okay. So if you could
23 answer that question, sir.

24 THE WITNESS: Whether he ever ordered
25 any material himself I can't answer that. I don't

72

1 know. He may have. He may not. As far as it being
2 written in here that he could or could not, I mean,
3 this is what it is.

4 BY MR. COPPAGE:

5 Q. And Mr. Thorpe, if you have Plaintiff's
6 Exhibits 6 and 7 handy?

7 A. I have 6. There it is. Okay.

8 Q. Did you hear earlier Mr. Walling testify
9 that it was the policy of Grayco to put the name of
10 the person who ordered materials at the bottom of
11 their invoices?

12 A. Yes.

13 Q. And do you see Mr. Briggs' name at the

14 bottom of any of these invoices?

15 A. No.

16 Q. Mr. Thorpe, were all of the items shown on
17 Exhibit 6 and 7 all used for Mr. Briggs' project?

18 A. Yes.

19 Q. Do you know why Mr. Briggs chose end his
20 relationship with CGBS?

21 A. He no longer needed us. We got him
22 through the hard part.

23 Q. Hired somebody else for the rest of it?

24 A. He -- his father or stepfather or
25 something is a builder in New York. I think Briggs

73

1 came down here with the intentions of doing
2 something -- I know he and I talked about doing a
3 bunch of houses and everything like that, but
4 apparently that was him leading me into what he did
5 to me here. He used me to get him through the hard
6 part and then run up a big bill on my account and
7 that was it.

8 Q. Is it unusual for you to have in your
9 construction management agreements a -- excuse me.
10 I'll start over. In your construction management

11 agreements, do you usually include a provision about
12 who will pay for the expenses of any materials that
13 are ordered?

14 A. Well, I think this one states that he's
15 going to pay for the material, right? Or that he
16 pays the bills?

17 Q. So you are just saying that the provision
18 about indemnifying each other is where you pay the
19 bills, not the provision regarding payment?

20 A. We've got default here, too. He failed to
21 make a required payment when due.

22 MR. COPPAGE: I've got no further
23 questions at this time, Your Honor.

24 JUDGE DUKES: Anything else, Mr.
25 Wegmann?

74

1 MR. WEGMANN: Just briefly, Your
2 Honor.

3 REDIRECT EXAMINATION

4 BY MR. WEGMANN:

5 Q. Mr. Thorpe, when you originally sat down
6 with Mr. Briggs, did you guys do a job cost
7 estimate?

8 A. We did.

9 Q. And what was the job cost estimate to
10 build this house?

11 A. It was just a little bit under what he put
12 on the permit.

13 Q. Okay. And since Mr. Coppage asked you,
14 would you have continued -- if Mr. Briggs had gone
15 down and personally ordered any of the materials
16 would you have considered that to be a breach of
17 your management agreement?

18 A. No.

19 Q. Okay. And I believe you testified you
20 don't know whether he phoned in any for pick up
21 and/or phoned in any for delivery; is that correct?

22 A. That's correct.

23 Q. Okay. Your construction management
24 agreement, since it was asked, didn't obligate you
25 to pay for materials, did it?

75

1 A. No.

2 Q. And did you expect to be reimbursed for
3 any materials and/or subcontractors you paid for?

4 A. Yes.

5 Q. And were there times that you, in fact,

6 were reimbursed for payments you made to
7 subcontractors and materials that you bought?

8 A. Yes.

9 Q. And did he actually make some payments on
10 that account to Grayco to the best of your
11 knowledge?

12 A. Yes.

13 Q. And at some point did he stop making those
14 payments?

15 A. Yes.

16 Q. Any doubt in your mind that the 46,000 and
17 some change that is owed to Grayco are for building
18 materials that are in his construction site?

19 A. No.

20 Q. Any of those materials on any of your
21 other construction sites?

22 A. No.

23 Q. Any of them used for any of your personal
24 items?

25 A. No.

76

1 Q. Are you aware that any of them were stolen
2 off there?

3 A. No.

4 MR. WEGMANN: Okay. Nothing further,
5 Your Honor.
6 JUDGE DUKES: Mr. Coppage, anything
7 else based on --
8 MR. COPPAGE: No, Your Honor.
9 MR. WEGMANN: I don't think I did it,
10 Your Honor. I guess I need to clean house. We've
11 marked a bunch of exhibits, but I don't think four
12 through 12 --
13 COURT REPORTER: Thirteen.
14 MR. WEGMANN: Through 13 were
15 actually offered for admission and admitted?
16 JUDGE DUKES: Four through 13. Any
17 comments concerning that, Mr. Coppage?
18 MR. COPPAGE: Beg your indulgence for
19 just a moment.
20 JUDGE DUKES: Take your time.
21 MR. COPPAGE: No objection, Your
22 Honor.
23 JUDGE DUKES: Okay. All right. Mr.
24 Wegmann, anything else?
25 MR. WEGMANN: I'm going to briefly

77

1 call -- and I'm not going to be duplicative. I'm
2 going to briefly call Mr. Banks.

3 JUDGE DUKES: All right. No worries.

4 MR. WEGMANN: I'm going to try not to
5 be duplicative.

6 JUDGE DUKES: Sir, can you get you to
7 hold your right hand up for me.

8 MR. BANKS: You may.

9 JUDGE DUKES: Do you swear or affirm
10 to tell the truth, the whole truth, and nothing but
11 the truth so help you God?

12 MR. BANKS: I do.

13 JUDGE DUKES: Go ahead, Mr. Wegmann.
14 Oh, state your whole name for the record. I'm
15 sorry.

16 MR. BANKS: Richard A. Banks.

17 WHEREUPON:

18 RICHARD BANKS, being duly sworn and
19 cautioned to speak the truth, the whole truth and
20 nothing but the truth, testifies as follows:

21 DIRECT EXAMINATION

22 BY MR. WEGMANN:

23 Q. Mr. Banks, what do you do for a living?

24 A. I work for CGBS Residential.

25 Q. Okay. How long have you worked for CGBS?

78

1 A. About three years now.

2 Q. Okay. I'll cut to the chase. During the
3 time period that CGBS was working under the
4 construction management agreement at the Briggs'
5 residence on Vivians Island, were you employed by
6 CGBS?

7 A. Yes.

8 Q. Did you have any personal dealings with
9 the Vivians Island build?

10 A. Yes.

11 Q. All right. You heard the testimony.
12 You've seen the invoices and et cetera. Do you have
13 any reason to believe that those materials that
14 Grayco said delivered and/or were picked up were not
15 used in the Briggs' residence?

16 A. No. They were used there.

17 Q. Okay. Were you part of any discussions as
18 to whether or not some of them could have not been
19 delivered or were delivered?

20 A. Only hearing after the fact.

21 Q. Okay. So I don't want to go there with
22 you. Did you do any of the onsite management out

23 there on a day-to-day basis?

24 A. Yes.

25 Q. Okay. Did you see Grayco trucks deliver

79

1 materials?

2 A. Yes.

3 Q. All right. Did you yourself go pick up
4 any materials as it relates to this job?

5 A. Not for that job.

6 Q. Okay. And we heard earlier that some of
7 the names mentioned, Mr. Padgett and that, those
8 were subcontractors?

9 A. Correct, yes.

10 MR. WEGMANN: Okay. Nothing further,
11 Your Honor.

12 JUDGE DUKES: All right. Mr.
13 Coppage?

14 MR. COPPAGE: Nothing for this
15 witness, Your Honor.

16 JUDGE DUKES: Okay. Mr. Wegmann,
17 anything else?

18 MR. WEGMANN: No, sir.

19 JUDGE DUKES: All right. Happy to

20 hear any final argument from counsel.

21 MR. WEGMANN: Just briefly, Your
22 Honor. Under the pleadings you will notice that
23 there are several causes of action that are deemed
24 admitted here that deal with breach by fraudulent
25 act, conversion, et cetera. And in those causes of

80

1 action, which could provide for punitive damages,
2 attorneys fees, and costs, et cetera.

3 For the attorneys fees and costs, it's in
4 the construction management agreement. There is
5 also an indemnity clause in there. And that
6 indemnity absolutely applies to Grayco. Whether it
7 was Mr. Thorpe who phoned it in, Mr. Padgett who
8 phoned it in, those materials clearly were used on
9 the job site out there. And he had an obligation to
10 pay for them and did pay for some of them at certain
11 points in time and then stopped paying.

12 Interestingly enough, when you look at the
13 exhibits you will see that he actually did make an
14 order on the same day that he released CGBS. And we
15 don't believe that it was a valid lawful release.
16 We believe that he breached the contract. There was
17 no reason for them to be terminated and cut them

18 off.

19 The problem for us is in the valuation of
20 the eight percent. At a minimum you can take Mr.
21 Briggs at his word in the County building permit
22 that that is what it was going to cost him to build
23 that, but you've got the opinion of somebody who has
24 been building houses since 2006 that it couldn't
25 actually be built for that. There is more into it.

81

1 And you have the pictures in the record to
2 look for yourself in there. And you will see that
3 it is actually a beautiful home out there on Vivians
4 Island. And that it wasn't going to -- it was going
5 to cost more than 376 to build.

6 In addition to that, you've got some
7 smaller invoices that he hasn't been reimbursed for
8 within the construction dumpster, within the termite
9 spray that goes in before the foundation goes in.
10 And there are attorneys fees and costs in dealing
11 with it.

12 And both under the indemnity clause and
13 under the basic contract he's entitled to his
14 attorneys fees and costs to be paid. So it is a

15 considerable amount. And, unfortunately, Mr. Briggs
16 hasn't at any point from the beginning from when he
17 was served has acted like he has no care or concern
18 for this case.

19 He's a retired police officer. He worked
20 for the Beaufort County Sheriff's Department. He
21 knows better, but he acts like there is not a care
22 or concern that he has in the fact that there is a
23 \$46,000 bill out there for materials used in the
24 construction of his house. And that somehow he has
25 no obligation in which to pay for it.

82

1 I might understand if he had given an
2 affidavit or walked in here or he had file an answer
3 that said I don't think I owe all of it. But he's
4 trying to say that none of it. And it's already
5 deemed admitted within there. So I ask you to look
6 at it all, Your Honor.

7 All my client is asking for is to be made
8 whole in the matter. He's out a considerable amount
9 of money. He's out money that, you know, he's got
10 to pay to Grayco. And nothing is going to make him
11 whole for all the cause, the trouble and the concern
12 he's had for almost a year now. And -- but the law

13 will allow under the contract and under the causes
14 of action that are already deemed admitted to get
15 him as close as they can to it.

16 I think he's proved up the damages that
17 are out there. The only one being on the
18 eight percent, but I think that he's entitled to his
19 expectation interest out of the contract on it for
20 being wrongfully let go under the contract. So I'll
21 leave it at that, Your Honor, and trust that you
22 will review everything and come to the right
23 decision all right.

24 JUDGE DUKES: Thank you. Mr.
25 Coppage?

83

1 MR. COPPAGE: Thank you, Your Honor.
2 Your Honor, the Plaintiff's first cause of action,
3 the breach of contract, basically the allegation
4 there is that outside of the construction management
5 agreement which they had, they had an oral agreement
6 to allow Mr. Briggs to buy items from Grayco on CGBS
7 Residential's credit line.

8 It goes on to say that the damages have
9 arisen out of that agreement. That is what my

10 client has confirmed by failing to answer that. He
 11 entered that contract. However, the purpose of our
 12 being here today is for the Plaintiff to show some
 13 evidence as to what those items were that he
 14 purchased pursuant to that oral contract that
 15 allowed him to purchase items on CGBS's line of
 16 credit.

17 They have failed to show that he purchased
 18 anything on their line of credit. Both
 19 representatives from Grayco and from CGBS have --
 20 Grayco testified that it didn't appear that he had
 21 ordered anything. That their policy was to put the
 22 name of the person who ordered the items on the
 23 invoice.

24 Mr. Briggs name never appeared. Mr.
 25 Thorpe testified that he didn't know if Mr. Briggs

84

1 ever order anything from Grayco. Your Honor, just
 2 as the breach of the contract cause of action is
 3 stated in the complaint, they've failed to show any
 4 damages arising from that breach of the contract.

5 Now, they also have asked for breach of
 6 contract for the eight percent owed under the
 7 contract -- beg your indulgence for just a moment.

8 Mr. Thorpe has testified that at the time that he
9 stopped working or CGBS stopped working with Mr.
10 Briggs that the amount that had been put into the
11 home at that point was about a hundred thousand
12 dollars.

13 While the contract called for
14 eight percent of the total of the house, it would
15 certainly be inequitable to find an award in excess
16 of CGBS's involvement with the house. They helped
17 to manage up to \$100,000. The remaining 400, 375,
18 500 thousand, whatever it is, we are unsure at this
19 point is uncertain.

20 I think the best measure of damages here
21 is the amount with which they are involved which
22 would be eight percent of a hundred thousand
23 dollars. And if you are not inclined to take it
24 that low, I think the best measure of damages would
25 be 375,000 which is really the most solid number we

85

1 have which is something they agreed to early on as
2 the number that it would take to build the house.

3 With regard to the breach of contract
4 accompanied with a fraudulent act, CGBS hasn't put

5 up any evidence of any damages beyond actual
6 damages.

7 JUDGE DUKES: Well, I'll tell you
8 what, I'm not going to award damages on a second and
9 third cause of action. I am going to award damages
10 on the first cause of action. So -- but you don't
11 need to address the second and third.

12 MR. COPPAGE: Then that is all for
13 me, Your Honor.

14 JUDGE DUKES: Okay.

15 MR. WEGMANN: And the only reason
16 they are there, Your Honor -- I mean, the conversion
17 one is there as a back up. I admit that. You know,
18 because essentially if those materials were bought
19 and purchased, delivered to the job site and put
20 into it, which we say they are, then he's converted
21 that and he owes the money. But essentially the
22 theory under the breach of contract is that whether
23 he did it himself or whether he had his agent do it
24 through the construction management agreement, those
25 things were ordered, delivered, put into the house

86

1 and not paid for. And they should have been.

2 JUDGE DUKES: No. No. I get it.

3 And, again, as I've pointed out on a number of
4 occasions, everything in here is admitted.

5 MR. WEGMANN: Yes, sir.

6 JUDGE DUKES: But the -- so I mean,
7 I've considered the testimony. I don't need to
8 consider it any further. I've read the exhibits.
9 And I will award the Plaintiff the 46. The contract
10 clearly calls for attorneys fees on breach. So I
11 find the attorneys fees sought meet the factors and
12 are appropriate. The \$150 for the termite
13 treatment. They owe six for the Pro Disposal
14 dumpster. And I will base the eight percent on the
15 building permit which I think it was 375 or 361? I
16 thought it was --

17 MR. COPPAGE: I think it was 376.

18 MR. WEGMANN: 376,710, I believe,
19 Your Honor.

20 JUDGE DUKES: Transposing numbers
21 there. Whatever it says. The eight percent based
22 on that I think is appropriate less the amount, I
23 understand, of 7,000 roughly was paid, so there
24 should be credit for that.

25 MR. WEGMANN: Yes, sir. 376,710,

1 Plaintiff's Exhibit 5. And just for the record,
2 Your Honor, I know my pleadings said 806, but the
3 testimony in the exhibit clearly showed the dumpster
4 at 512 and some change. So he's not asking -- it
5 must be a scribner's error on my part.

6 JUDGE DUKES: Please reduce it to
7 whatever the testified amount was then, the 512 as
8 opposed to 806. I believe that other than the
9 treble damages which I'm not going to award and all
10 of that is -- that was the testimony, is that right,
11 or have I forgotten something?

12 MR. WEGMANN: No, sir.

13 JUDGE DUKES: Okay. Well, if you
14 would draft an order to that effect, if you would
15 include Mr. Coppage's motion and the denial thereof
16 and run it by Mr. Coppage before you get it to me
17 and see if there is any tweaking that needs to be
18 done, I would appreciate it.

19 MR. WEGMANN: Yes, sir.

20 JUDGE DUKES: All right. That will
21 conclude the record. Thank you so much.

22 (Whereupon, the hearing was concluded
23 at 4:24 p.m.)

24

25

88

1 Certificate of Reporter

2

3 I, Deborah S. Thomas, Certified Verbatim
4 Reporter and Notary Public in and for the State of
5 South Carolina, do hereby certify that I reported
6 the hearing of CGBS vs. Briggs, on the 27th day of
7 July, 2016: and that the foregoing 87 pages
8 constitute a true and correct transcription of the
9 said hearing.

7

8 I further certify that I am neither
9 attorney nor counsel for, nor related to or employed
10 by, any of the parties connected with this action,
11 nor am I financially interested in said cause.

10

11 I further certify that the original of
12 said transcript shall be hereafter delivered to
13 Benjamin T. Coppage, Esquire, Coppage Law Firm, LLC,
14 Post Office Box 2473, Beaufort, South Carolina
15 29901.

14

15 In witness whereof I set my hand and seal
16 this 28th of October, 2016.

16

17

18

19 My Commission
20 expires 1/4/18

20

21

Deborah S. Thomas, CVRM
and Notary Public for the
State of South Carolina

Respondent's Damages Hearing Exhibit No. 4

2/15 PW
Brianna



BEAUFORT COUNTY SC - ROD
BK 3387 Pgs 1908-1909
FILE NUM 2015014115
03/25/2015 01:10:29 PM
REC'D BY rwebb RCPT# 769838
RECORDING FEES \$15.00

COUNTY OF BEAUFORT, SOUTH CAROLINA
Unlicensed Residential Builder's Disclosure Statement

HOMEOWNERS ACKNOWLEDGEMENT UNDER SC CODE, SECT 40-59-260(E):

Leave above space Blank for Recording

I am the property owner of the property described on the attached. This structure has been constructed or modified by the owners as an unlicensed builder. (NOTE: You **MUST** attach the legal Property Description and District-Map-Parcel No. information from Property Owner's Deed to this document, and file this document & attachment with the County Register of Deeds. Filing fee is \$15.)

Street Address: 6 Governor Blake Ct.

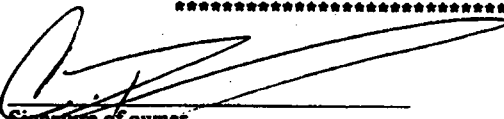
State law requires construction to be performed by licensed contractors. You have applied for a permit under an exemption to that law. The exemption allows you, as the owner of your property to act as your own contractor with certain restrictions even though you do not have a license.

You may build or improve a one-family or two-family residence or a farm outbuilding.

The building or residence must be for your own use or occupancy. It may not be built or substantially improved for sale or lease. If you sell or lease a building you have built or substantially improved within 2 years after the construction is complete, the law presumes that you built or substantially improved it for sale or lease, which is in violation of this exemption.

You must provide direct, onsite supervision of the construction yourself. You may not hire an unlicensed person to act as your contractor or to supervise people working on your building. It is your responsibility to make sure that persons employed by you have licenses required by state law or municipal licensing ordinances or both. You may not delegate the responsibility for supervising work to an unlicensed contractor or to a licensed contractor who is not licensed to perform such work being done. Any person working on your building who is not licensed must work under your direct supervision and must be employed by you.

Your construction must comply with all applicable laws, ordinances, building codes and zoning regulations.

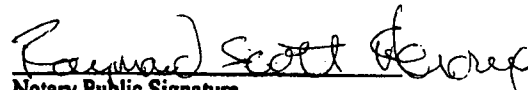

Signature of owner

03-25-2015
Date

Christopher Briggs
Print owner's name as appears on Deed

The foregoing instrument was acknowledged before me by CHRISTOPHER BRIGGS
who is personally known to me, or has produced PERSONALLY KNOWN as identification.

WITNESS my hand and official seal this 25 day of MARCH, A.D., 2015.


Notary Public Signature

My Commission expires: 10/2/2023

5-800
11 DWS
Hader

RECORDED
2014 Jul -18 10:16 AM

Sharon D. Burns
BEAUFORT COUNTY AUDITOR



BEAUFORT COUNTY SC - ROD
BK 3334 Pgs 753-757
FILE NUM 2014033517
07/16/2014 10:48:14 AM
REC'D BY sherrellw RCPT# 748372
RECORDING FEES \$11.00
County Tax \$192.50
State Tax \$455.00

Prepared by:
Eversole Law Firm, PC
1509 King St.
Beaufort, SC 29902

ADD DMP Record 7/17/2014 10:44:51 AM
BEAUFORT COUNTY TAX MAP REFERENCE

Dist	Map	SMap	Parcel	Block	Week
R200	004	000	0252	0000	00

DMP: R200-004-000-0252-0000

STATE OF SOUTH CAROLINA)

COUNTY OF BEAUFORT)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that G. MICHAEL ANDREW, for and in consideration of the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 (\$175,000.00) DOLLARS** to him in hand paid at and before the sealing of these presents by **CHRISTOPHER BRIGGS AND CHRISTINE BRIGGS**, 6 Governor Blake Court, Beaufort, SC 29907, in the state aforesaid, the receipt of which is hereby acknowledged, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said **CHRISTOPHER BRIGGS AND CHRISTINE BRIGGS**, as joint tenants with rights of survivorship and not as tenants in common, their heirs and assigns forever, in fee simple, the following described real property, to wit:

ALL that certain piece, parcel and lot of land, with improvements thereon, if any, being on Vivian's Island, in Beaufort County, South Carolina, being shown as Lot 34, containing 1.26 acres, more or less, as shown on a preliminary plat for Vivian's Island prepared by Gasque and Associates, David Gasque, RLS, dated September 14, 1996 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 57 at Page 165; and as shown on a revised Plat of Vivian's Island dated April 9, 1997 and recorded in the Office of the Register of Deeds for Beaufort County, South Carolina in Plat Book 60 at Page 119. For a more complete description as to metes and bounds, courses and distances, reference may be made to an individual plat prepared by David E. Gasque, dated August 18, 1998 and recorded in Plat Book 66 at Page 114 in said Register of Deeds Office.

This property is subject to Restrictions, Covenants, Easements and/or Rights-of-Way filed in Record Book 889 at Page 794 and any applicable amendments thereto filed in the Office of the Register of Deeds for Beaufort County, South Carolina.

This being the same property acquired by the within-named Grantor by Deed of Vivian's Island, Inc. recorded September 4, 1998 in the Office of the Register of Deeds for Beaufort

Respondent's Damages Hearing Exhibit No. 5



Beaufort County Inspection Department
P.O. Drawer 1228
Beaufort, SC 29901-1228
OFFICE (843) 255-2065
FAX (843) 255-9410
Inspection Requests: (843) 255-2078

APPLICATION NUMBER**3495**

Issue Date: 03/27/2015

Permit Type: RESIDENTIAL BUILDING PERMIT

Property Number	Street Address	Flood Zone	Elevation
R200 004 000 0252 0000	6 GOVERNOR BLAKE COURT	A11	13'

Owner Information	Applicant Information	Contractor Information
Owner: ANDREW G MICHAEL Address: 5725 LAUREL OAK DR SUWANEE, GA 30024 Phone:	Applicant: BRIGGS CHRISTOPHER Address: 6 GOVERNORS BLAKE CT BEAUFORT, SC 29907 Phone: 516-318-7326	Contractor: BRIGGS CHRISTOPHER Address: 6 GOVERNORS BLAKE CT BEAUFORT, SC 29907 Phone: 516-318-7326 License Number: License Exp. Date:

Construction Type	Occupancy Type
VB	R3
Scope of Work	
NEW SINGLE FAMILY	

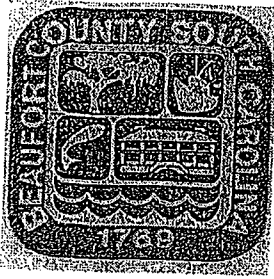
Valuation of Construction	Sewage Type	Project Type
\$376,710.00	SEWER	RESIDENTIAL - NEW

Permit Details:	
No. Bedrooms: 3 No. Bathrooms: 3.00 No. Units: No. Stories: 3.0 Total SQFT: 4,330	CENTRAL A/C: Y TYPE OF HEATING: ELECTRICAL ELEVATOR: HEATED SQ FT: 2,362

It is understood and agreed by the undersigned owner or agent that the approval of this permit does not constitute a privilege to violate the building code, zoning ordinance or other ordinances of the County of Beaufort and that any omission of or misrepresentation of fact either with or without intention of the undersigned, or any alteration or change from this permit without the approval of the building official shall constitute sufficient ground for the revocation of this permit. This does not authorize any encroachment upon county property.

Signature of Owner/Contractor

Date: 03/27/2015



Beaufort County, South Carolina
ZONING PERMIT
Zoning & Development Administration

Application Number
1060
Zoning Permit Number
Z-30964
Issue Date
09/26/2014

ZONING PERMIT

PIN	Street Address	District
R200 004 000 0252 0000	6 GOVERNOR BLAKE COURT	UNINCORPORATED BEAUFORT COUNTY
Development Name		Zoning District
CHRISTOPHER BRIGGS' RESIDENCE		RR
Approved Use		
SINGLE FAMILY RESIDENCE		
Applicant Name		
BRIGGS CHRISTOPHER		
Owner Name		
ANDREW G MICHAEL		
Conditions of Permit Approval		
PLEASANT POINT IS EXEMPT FROM BEAUFORT COUNTY'S CURRENT TREE STANDARDS. NO STORMWATER REQUIRED. UNDERGROUND ELECTRICAL REQUIRED. NO WORK CAN BE CONDUCTED WITHIN THE 50' OCRM BUFFER WITHOUT APPROVAL FROM THE DEVELOPMENT REVIEW TEAM. SETBACKS ARE ADHERED TO THE SUBDIVISION.		

Approved By: *M. Judge* Date: 9/26/2014

THIS PERMIT CERTIFIES THAT THE ABOVE NAMED HAS MET AND IS IN ACCORDANCE WITH THE BEAUFORT COUNTY ZONING AND DEVELOPMENT STANDARDS ORDINANCE.

Respondent's Damages Hearing Exhibit No. 6

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
20 SAM'S POINT ROAD
BEAUFORT, SC 29907
843-522-9994
Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-035479 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNORS TRACE VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/2/2015 10:26:01 AM
CUST PICKUP	6/2/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFFREEM
ORDER ENTRY	LWESTE

Quantity	Unit	Item	Description	D	Y	Price	Per	Amount
Order: 1506-U34354								
11	EA	2618T2P	2X6X16 #2 TREATED "PRIME" ABOVE GROUND	Y		8.9500	EA	98.45
22	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S	Y		8.6900	EA	191.18
8	EA	2416T2P	2X4X16 #2 TREATED "PRIME" ABOVE GROUND	Y		6.8900	EA	55.92
68	EA	2416S	SPF-2X4X16' #2 SPRUCE S4S	Y		6.0500	EA	411.40
150	EA	248T2P	2X4X8 #2 TREATED "PRIME" ABOVE GROUND	Y		3.5900	EA	538.50
40	EA	12CD4T	TREATED-1/2X4X8 4PLY CDX PLYWOOD	Y		23.1500	EA	926.00
100	EA	2616T2P	2X6X16 #2 TREATED "PRIME" ABOVE GROUND	Y		8.9500	EA	895.00
		Adjustment	DELIVERY FEE					15.00

Del 6/2/15
Paul
TRK#7
\$ 48709.67

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 3,318.44

SC2 6.00%	SubTotal	3,131.46
	Sales Tax	186.99
	Deposit	
Please Pay This Amount		3,318.44

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



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1506-040088 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
COBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNORS TRACE VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/4/2015 12:11:23 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTSD
CASHIER	SDAVIS
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
Order: 1506-U35543								
32	EA	SOEL	BLI 700 14" X 24' I-JOIST	Y		68.3500	EA	2,187.20
2	EA	SOEL	BLI 700 14" X 32' I-JOIST	Y		91.0900	EA	182.18
13	EA	SOEL	BLI 700 14" X 18' I-JOIST	Y		51.2500	EA	666.25
2	EA	SOEL	BLI 700 14" X 10' I-JOIST	Y		28.4700	EA	56.94
4	EA	SOEL	1-3/4" X 18" X 24' LVL	Y		162.8800	EA	651.52
14	EA	SOEL	1-1/8" X 14" X 12' RIMBOARD	Y		24.0000	EA	336.00
		Adjustment	DELIVERY FEE					15.00

Del 6/4/15
Don
TRK#17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 4,339.80

SC2 6.00%	SubTotal	4,095.09
	Sales Tax	244.81
	Deposit	
Please Pay This Amount		4,339.90

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.



Signature ANDY BANKS

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1506-040498 PAGE 1 OF 1

SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

PLEASE DELIVER 6/4/15
THANKS...NEEDS A.S.A.P.

ACCOUNT	JOB
0017628	6
SOLD ON	6/4/2015 2:01:23 PM
DELIVER ON	6/4/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	U	TL	Price	Fe	Amount
Order: 1506-U40143								
4	EA	LVL117820	LVL-1.75 X 11 7/8-20' BEAM	Y		80.8000	EA	323.20
1	EA	LVL117824	LVL-1.75 X 11 7/8-24' BEAM	Y		96.9900	EA	96.99
1	EA	LVL1420	LVL-1.75 X 14-20' BEAM	Y		99.1900	EA	99.19
1	EA	LVL1424	LVL-1.75 X 14-24' BEAM	Y		118.3500	EA	118.35
1	EA	LVL1428	LVL-1.75 X 14-28' BEAM	Y		138.4500	EA	138.45
3	EA	LVL1620	LVL-1.75 X 16-20' BEAM	Y		112.5500	EA	337.65

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 1,180.66

SC2 8.00%	SubTotal	1,113.83
	Sales Tax	66.83
	Deposit	
Please Pay This Amount		1,180.66

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

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1506-047621 PAGE 1 OF 1

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SHIP TO
BRIGGS JOB
6 GOVERNOR BLAKE COURT
VIVIAN'S ISLAND SC 29901
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ACCOUNT	JOB
0017628	6
SOLD ON	6/8/2015 3:23:51 PM
CUST PICKUP	6/8/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFFREEM
ORDER ENTRY	BGRAVE

Quantity	UM	Item	Description	D	TC	Price	Pa	Amount
Order: 1506-U41912								
224	EA	STUD2610	SPF--2X6X117" #2 SPRUCE STUD	Y		6.4000	EA	1,433.60
200	EA	STUD2410	SPF--2X4X117" #2 SPRUCE STUD	Y		3.2500	EA	650.00
60	EA	2616S	SPF--2X6X16' #2 SPRUCE S4S	Y		8.6900	EA	521.40
40	EA	2416S	SPF--2X4X16' #2 SPRUCE S4S	Y		6.0500	EA	242.00
12	PC	2816P	SYP--2x8x16' #2 SYP S4S	Y		9.1600	PC	109.92
7	PC	21016P	SYP--2x10x16' #2 SYP S4S	Y		12.1900	PC	85.33
60	EA	1532OSB	15/32 OSB--15/32X4X8 OSB (15/32)	Y		8.0000	EA	480.00
48	PC	34GOLD	DOWN POUR--3/4x4X8 T&G OSB WEYER. EDGE GOLD (23/32)	Y		16.7500	PC	804.00
1	EA	LVL1424	LVL 1-75 X 14-24" BEAM	Y		152.4400	EA	152.44
		Adjustment	DELIVERY FEE					15.00

Del 6/8/15
Don
TRK#17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 4,762.41

SubTotal	4,493.69
Sales Tax	268.72
Deposit	
Please Pay This Amount	4,762.41

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature: ANDY BANKS

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1506-053257 PAGE 1 OF 1

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SHIP TO
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	GB
0017828	6
SOLD ON	6/11/2015 10:32:50 AM
CUST PICKUP	6/11/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	Dr	Y	Price	Per	Amount
Order: 1506-U52204								
60	EA	2416S	SPF-2X4X16' #2 SPRUCE S4S	Y		6.0500	EA	363.00
30	EA	12CD4T	TREATED-1/2X4X8 4PLY CDX PLYWOOD	Y		23.1500	EA	694.50
		Adjustment	DELIVERY FEE					15.00

Deliv. 6/11/15
Don
TRK#17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 1,135.95

SC2.6.00%	SubTotal	1,072.50
	Sales Tax	63.45
	Deposit	
Please Pay This Amount		1,135.95

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Signature: ANDY BANKS

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SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/11/2015 10:34:08 AM
CUST PICKUP	6/11/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	Unit	Price	Per	Amount
Order: 1506-U52815							
4	EA	LVL117824	LVL-1.75 X 11 7/8-24' BEAM	Y	96.8900	EA	387.96
4	EA	21218T2	#2 TRT-2X12X16'-ABOVE GROUND	Y	22.7900	EA	91.16
3	EA	2816T2	#2 TRT-2X8X16'-ABOVE GROUND	Y	10.6500	EA	31.65
2	EA	1416T2	#2 TRT-1X4X16'-ABOVE GROUND	Y	4.8500	EA	9.70
15	EA	12CD4T	TREATED-1/2X4X8 4PLY CDX PLYWOOD	Y	23.2500	EA	348.75
		Adjustment	DELIVERY FEE				15.00

COPY

Delivery 6/11/15

Dan

TRK #17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 936.37

SubTotal	884.22
SC2 6.00%	52.15
Sales Tax	
Deposit	
Please Pay This Amount	936.37

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



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1506-055374 PAGE 1 OF 1

SOLD TO	JOB/ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/12/2015 10:17:44 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTLW
CASHIER	LWESTE
SALESPERSON	RFREEEM
ORDER ENTRY	LWESTE

Quantity	U/M	Item	Description	ID	T	Price	Per	Amount
Order: 1506-U52685								
1	EA	SOEL	1-3/4" X 11-7/8" X 12' LVL	Y		52.4800	EA	52.48
10	EA	SOEL	1-3/4" X 11-7/8" X 18' LVL	Y		78.7200	EA	787.20
3	EA	SOEL	1-3/4" X 16" X 16' LVL	Y		96.2800	EA	288.75
8	EA	SOEL	11-7/8" X 2-1/2" X 12' 40 SERIES I-JOIST	Y		25.1200	EA	200.96
6	EA	SOEL	11-7/8" X 2-1/2" X 16' 40 SERIES I-JOIST	Y		33.4900	EA	200.94
5	EA	SOEL	11-7/8" X 2-1/2" X 18' 40 SERIES I-JOIST	Y		37.6800	EA	188.40
17	EA	SOEL	16" X 3-1/2" X 24' 900 SERIES I-JOIST	Y		110.7200	EA	1,882.24
17	EA	SOEL	16" X 3-1/2" X 20' 900 SERIES I-JOIST	Y		92.2900	EA	1,568.93
9	EA	SOEL	1-1/8" X 11-7/8" X 12' RIMBOARD	Y		19.6800	EA	177.12

Del 6/12/15
Don
TRK #17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 5,667.84

SubTotal	5,347.02
Sales Tax	320.82
Deposit	
Please Pay This Amount	5,667.84

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply

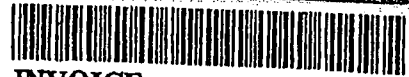


Signature ANDY BANKS

GRAYCO

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CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/15/2015 7:56:04 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTSD
CASHIER	SDAVIS
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	U/M	Item	Description	D	IT	Price	Per	Amount
Order: 1506-U52652								
1	EA	SOHARD	SIMPSON HHUS410		Y	7.2900	EA	7.29
1	EA	SOHARD	SIMPSON HHUS5.50-10		Y	28.8900	EA	28.89
11	EA	SOHARD	SIMPSON IUS3.56/11.88		Y	3.7800	EA	41.69
18	EA	SOIDU	SIMPSON IUS2.37/11.88		Y	3.6900	EA	66.42

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 162.95

SC2 6.00%	SubTotal	144.29
	Sales Tax	8.66
	Deposit	
Please Pay This Amount		152.95

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply.



Signature ANDY BANKS

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1506-059761 PAGE 1 OF 1

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BEAUFORT SC 29901

SHIP TO
BRIGGS JOB
6 GOVERNOR BLAKE COURT
VIVIAN'S ISLAND SC 29901
(843) 368-0056

ACCOUNT#	JOB#
0017828	8
SOLD ON	6/15/2016 8:55:34 AM
CUST PICKUP	6/15/2016
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFFREEM
ORDER ENTRY	LWESTE

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
Order: 1506-U65376								
32	PC	34GOLD	DOWN POUR-3/4x4X8 T&G OSB		Y	16.7800	PC	536.00
			WEYER. EDGE GOLD (23/32)					
5	PC	RB12	12" RIMBOARD-1 1/8"X11 7/8"X12'		Y	19.6800	PC	98.40
		Adjustment	DELIVERY FEE					15.00

Delivered 6/15/16 + Sub - Truck #10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 687.46

SC2 6.00%	SubTotal	649.40
	Sales Tax	38.06
	Deposit	
Please Pay This Amount		687.46

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

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SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/16/2015 9:22:31 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTLW
CASHIER	LWESTE
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	Y	Price	Re	Amount
Order: 1506-U59841								
17	EA	SOEL	11-7/8" X 3-1/2" X 20' 900 SERIES I-JOIST		Y	86.4000	EA	1,468.80
17	EA	SOEL	11-7/8" X 3-1/2" X 24' 900 SERIES I-JOIST		Y	103.6800	EA	1,762.56

Del. 6/15/15
Silk
TRK #10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 3,425.24

SubTotal	3,231.36
Sales Tax	193.88
Deposit	
Please Pay This Amount	3,425.24

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Signature ANDY BANKS

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SHIP TO
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6 GOVERNOR BLAKE COURT
VIVIAN'S ISLAND SC 29901
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ACCOUNT	JOB
0017628	6
SOLD ON	6/15/2015 10:15:42 AM
CUST PICKUP	6/16/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	Y	Price	Per	Amount
Order: 1506-U59759								
4	PC	21216P	SYP-2x12x16' #2 SYP S4S	Y		21.0800	PC	84.36
15	PC	2814P	SYP-2x8x14' #2 SYP S4S	Y		7.3900	PC	110.85
2	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		22.7900	EA	45.58
8	EA	HTT4SA	HTT4 H TENSION TIE SIMPSON (OLD HTT16)	Y		11.8100	EA	94.48
6	EA	MW1	5/8" X 6" RED HEAD WITH NUTS AND WASHERS	N	Y	7.8700	EA	47.22
2	EA	MW1	5/8" X 5" RED HEAD WITH NUTS AND WASHERS	N	Y	7.3700	EA	14.74
		Adjustment	DELIVERY FEE					15.00

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 436.06

SC2 6.00%	SubTotal	412.23
	Sales Tax	23.83
	Deposit	
Please Pay This Amount		436.06

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

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SOLD TO	SHIP TO
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	8
SOLD ON	6/16/2015 11:25:12 AM
CUST PICKUP	6/16/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UOM	Item	Description	D	Y	Price	Per	Amount
Order: 1506-U61946								
2ND FLOOR WALLS								
12	EA	2616S	SPF--2X6X16' #2 SPRUCE S4S	Y		8.6900	EA	104.28
9	EA	2416S	SPF--2X4X16' #2 SPRUCE S4S	Y		6.0500	EA	54.45
220	EA	STUD269	SPF--2X6X105" #2 SPRUCE STUD	Y		4.8500	EA	1,067.00
160	EA	STUD249	SPF--2X4X105" #2 SPRUCE STUD	Y		3.1000	EA	496.00
12	PC	21014P	SYP--2x10x14' #2 SYP S4S	Y		11.5500	PC	138.60
2	EA	HOUSEWRAP	HOUSE WRAP-9'X150'GRAYCO PRIVATE LABEL HOUSEWRAP	Y		83.9900	EA	167.98
		Adjustment	DELIVERY FEE					15.00

Del. 6/16/15
Dan
TR# 17

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 2,165.01

SC2 6.00%	SubTotal	2,043.31
	Sales Tax	121.70
	Deposit	
Please Pay This Amount		2,165.01

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

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1506-067804 PAGE 1 OF 1

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JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/18/2015 2:33:51 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTWE
CASHIER	WEVANS
SALESPERSON	RFREEM
ORDER ENTRY	WEVANS

Quantity	UM	Item	Description	D	T	Price	Per	Amount
1	EA	SOMAR	Order: 1506-U67786 INTEGRITY STONE WHITE ISFD6080OX, IZ3 LOW-E GLASS, 6 9/16" JAMBS, 7/8" SDL 2W2H, WHITE HRDW, NO SCREEN	Y		3640.6400	EA	3,640.64
1	EA	SOMAR	INTEGRITY STONE WHITE ISFD6080OX, IZ3 LOW-E GLASS, 6 9/16" JAMBS, 7/8" SDL 2W2H, WHITE HRDW, NO SCREEN	Y		3640.6400	EA	3,640.64

Still in Grayco Warehouse

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 7,718.16

SubTotal	7,281.28
Sales Tax	436.88
Deposit	
Please Pay This Amount	7,718.16

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

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Fax: 843-522-9972

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1506-068414 PAGE 1 OF 1

SOLD TO:
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P O BOX 875
BEAUFORT SC 29901

SHIP TO:
BRIGGS JOB
6 GOVERNOR BLAKE COURT
VIVIAN'S ISLAND SC 29901
(843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/19/2015 6:51:43 AM
CUST PICKUP	6/19/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U66859								
66	PC	21024P	SYP-2x10x24' #2 SYP S4S	Y		40.0000	PC	2,640.00
17	PC	21020P	SYP-2x10x20' #2 SYP S4S	Y		18.7500	PC	318.75
25	PC	21016P	SYP-2x10x16' #2 SYP S4S	Y		15.3500	PC	384.75
150	EA	1532OSB	15/32 OSB-15/32X4X8 OSB (15/32)	Y		10.2900	EA	1,543.50
40	PC	2816P	SYP-2x8x16' #2 SYP S4S	Y		10.4900	PC	419.60
20	EA	2416S	SPF-2X4X16' #2 SPRUCE S4S	Y		6.7900	EA	135.80
2	PC	21220P	SYP-2x12x20' #2 SYP S4S	Y		36.2900	PC	72.58
1	PC	21214P	SYP-2x12x14' #2 SYP S4S	Y		16.1000	PC	16.10
1	PC	21212P	SYP-2x12x12' #2 SYP S4S	Y		17.1900	PC	17.19
42	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S	Y		10.0900	EA	423.78
		Adjustment	DELIVERY FEE					15.00

Del. 6/19/15
Paul
TRK#7

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 6,345.37

SubTotal	5,987.05
Sales Tax	358.32
Deposll	
Please Pay This Amount	6,345.37

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

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SOLD TO	SHIP TO
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ACCOUNT	JOB
0017628	6
SOLD ON	6/24/2015 8:56:55 AM
CUST PICKUP	6/24/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	Q	T	Price	Per	Amount
Order: 1506-U77605								
3	PC	21224P	SYP-2x12x24' #2 SYP S4S	Y		48.0000	PC	144.00
3	PC	21220P	SYP-2x12x20' #2 SYP S4S	Y		34.1500	PC	102.45
		Adjustment	DELIVERY FEE					15.00
COPY								
COPY								
Del 6/24/15 Melvin TRK #19								

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 276.24

SC2 6.00%	SubTotal	261.45
	Sales Tax	14.79
	Deposit	
Please Pay This Amount		276.24

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SOLD TO	SHIP TO
CGBS RESIDENTIAL P.O. BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0058

ACCOUNT	JOB
0017628	6
SOLD ON	6/29/2015 10:04:31 AM
CUST PICKUP	6/29/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	Unit	Item	Description	Unit Price	Price	Per	Amount
6	EA	LVL117820	Order: 1506-U86555				
		Adjustment	LVL-1.75 X 11 7/8-20' BEAM	Y	77.5000	EA	465.00
			DELIVERY FEE				15.00

Del. 6/29/15
S.L.H.
TRK#10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 507.90

SC2 6.00%	SubTotal	480.00
	Sales Tax	27.90
	Deposit	
Please Pay This Amount		507.90

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Signature ANDY BANKS

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SHIP TO
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/30/2015 9:18:46 AM
CUST PICKUP	6/30/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	L	Price	Per	Amount
Order: 1506-U87905								
46	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S	Y		8.0900	EA	372.14
18	PC	2618P	SYP-2x8x18' #2 SYP S4S	Y		8.7500	PC	175.50
		Adjustment	DELIVERY FEE					15.00

Del 6/30/15
2ft
TRK #10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 595.50

SubTotal	562.64
Sales Tax	32.86
Deposit	
Please Pay This Amount	595.50

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Signature ANDY BANKS

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SHIP TO
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VIVIAN'S ISLAND SC 29901
(843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	7/2/2015 11:49:27 AM
CUST PICKUP	7/2/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UM	Item	Description	D	T	Price	Per	Amount
8	PC	21024P	Order: 1507-U93379 SYP-2x10x24' #2 SYP S4S		Y	36.2500	PC	290.00
		COMMENT	PLEASE HAND SELECT 2X10X24.					
20	EA	2616S	SPF-2X6X16' #2 SPRUCE S4S		Y	8.0900	EA	161.80
		Adjustment	DELIVERY FEE					15.00

Del 7/2/15
Melvin
TRK#10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 493.91

SubTotal	466.80
Sales Tax	27.11
Deposit	
Please Pay This Amount	493.91

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Signature ANDY BANKS

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VIVIAN'S ISLAND SC 29901
(843) 368-0056

ACCOUNT	INVOICE
0017628	8
SOLD ON	7/6/2015 7:27:21 AM
CUST PICKUP	7/8/2015
BRANCH	1100
CUSTOMER PO#	
STATION	CTDP
CASHIER	RALBRI
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	Unit	Item	Description	D	Y	Price	Per	Amount
Order: 1507-U93400								
COMMENT			BACK DECK					
24	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		24.6800	EA	591.84
18	EA	21210T2	#2 TRT-2X12X10'-ABOVE GROUND	Y		13.2500	EA	238.50
37	EA	2810T2	#2 TRT-2X8X10'-ABOVE GROUND	Y		6.9000	EA	255.30
20	EA	2812T2	#2 TRT-2X8X12'-ABOVE GROUND	Y		8.0900	EA	161.80
4	EA	6610T2	#2 TRT-6X6X10'S4S-GROUND CONTACT	Y		23.5500	EA	94.20
4	EA	HUCQ210-3	SIMPSON HUCQ210-3SDS TRIPLE HEAVY DUTY HANGER SDS 1/4X2-1/2	Y		27.9300	EA	111.72
10	EA	2416T2P	2X4X16 #2 TREATED "PRIME" ABOVE GROUND	Y		7.0500	EA	70.50
COMMENT			BACK ROOF					
9	PC	21216P	SYP-2x12x16' #2 SYP S4S	Y		21.6500	PC	194.85
6	PC	21212P	SYP-2x12x12' #2 SYP S4S	Y		15.5500	PC	93.30
30	PC	2812P	SYP-2x8x12' #2 SYP S4S	Y		6.5900	PC	197.70
32	PC	21012P	SYP-2x10x12' #2 SYP S4S	Y		9.8800	PC	316.48
30	EA	LUS28ZSA	SIMP LUS28 2X8 ZMAX JOIST HANGER 50/BX	Y		0.9500	EA	28.50
COMMENT			FRONT PORCH DECK					
17	EA	21216T2	#2 TRT-2X12X16'-ABOVE GROUND	Y		24.6800	EA	419.73
14	EA	2816T2	#2 TRT-2X8X16'-ABOVE GROUND	Y		10.7900	EA	151.06
10	EA	2416T2P	2X4X16 #2 TREATED "PRIME" ABOVE GROUND	Y		7.0500	EA	70.50

Payment Method(s) Buyer: ANDY BANKS

Del 7/6/15
Ray
TRK#18

SubTotal	
SalesTax	
Deposit	
Please Pay This Amount	

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature

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(843) 368-0056

ACCOUNT	0017628	JOB	6
SOLD ON	7/7/2015 9:28:00 AM		
CUST PICKUP	7/7/2015		
BRANCH	1100		
CUSTOMER PO#			
STATION	CTDP		
CASHIER	RALBRI		
SALESPERSON	RFREEM		
ORDER ENTRY	LWESTE		

Quantity	UOM	Item	Description	D	T	Price	Per	Amount
5	PC	21024P	SYP--2x10x24' #2 SYP S4S		Y	36.2500	PC	181.25
		COMMENT	PLEASE PICK STRAIGHT 2X10X24P					
16	EA	2616S	SPF--2X6X16' #2 SPRUCE S4S		Y	8.0900	EA	129.44
		Adjustment	DELIVERY FEE					15.00

Order: 1507-U01031

Del. 7/7/15

S.L.H.

TRK#10

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 344.33

SubTotal	326.69
Sales Tax	18.64
Deposit	
Please Pay This Amount	344.33

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Signature ANDY BANKS

Respondent's Damages Hearing Exhibit No. 7

BRIGGS

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JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/3/2016 7:50:46 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	LWESTE
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	UOM	Price	Per	Amount
15	EA	STUD248	SPF--2X4X93" #2 SPRUCE STUD	Y	3.1900	EA	47.85

Handwritten notes:
 - Large diagonal "COPY" watermark across the table.
 - "Tot. \$1,113.76" written across the middle.
 - "CPL" written at the bottom left.
 - "10/13/16" written near the total.

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 50.72

SubTotal	47.85
Sales Tax	2.87
Deposit	
Please Pay This Amount	50.72

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Handwritten signature

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CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/4/2015 8:33:00 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	NO
STATION	CTR4
CASHIER	JPHIFE
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	ID	T	Price	Per	Amount
60	EA	LBPS58	3X3 SLOTTED WASHER 5/8"		Y	0.9900	EA	59.40

COPY

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CPU

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 62.96

SubTotal	59.40
Sales Tax	3.56
Deposit	
Please Pay This Amount	62.96

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Signature MIKE THORPE

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ACCOUNT	JOB
0017828	8
SOLD ON	6/4/2015 3:30:18 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTSD
CASHIER	SDAVIS
SALESPERSON	RFREEM
ORDER ENTRY	LWESTE

Quantity	UOM	Item	Description	D	T	Price	Per	Amount
Order: 1506-U36287								
58	EA	SOHARD	SIMPSON ITS2.56/14		Y	4.2500	EA	246.50
90	EA	SOHARD	SIMPSON IUS2.56/14		Y	3.6000	EA	324.00

Special order Entry

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 604.73

SC2 6.00%	SubTotal	570.50
	Sales Tax	34.23
	Deposit	
Please Pay This Amount		604.73

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JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017828	6
SOLD ON	6/8/2016 7:29:24 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	CLYDE-CALLED MIKE
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
1	EA	7598	HD27APBSN 3X.120 FULL RD HD 4/M					
			STEELINX		Y	31.4900	EA	31.49
2	BX3	5601	BOST PT-MC148GAL-1-1/2" STRAP					
			SHOT NAILS			52.5300	BX3	105.08

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 144.74

SubTotal	136.55
Sales Tax	8.19
Deposit	
Please Pay This Amount	144.74

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JOB ADDRESS
BRIGGS JOB 8 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/9/2015 7:53:00 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	LWESTE
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	U/M	Item	Description	ID	Y	Price	Per	Amount
2	EA	HHUS410SA	SIMPSON HHUS410 HANGER LVL/MICROLAM		Y	6.3300	EA	12.66
1	EA	GL24 ASBF	SENCO GL24ASBF 2 3/8" COIL R/S HOT DIP		Y	53.5900	EA	53.59

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Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 70.23

SubTotal	66.25
Sales Tax	3.98
Deposit	
Please Pay This Amount	70.23

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Signature MIKE THORPE

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JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	8/9/2016 8:10:58 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	Tr	Price	Per	Amount
2	EA	7625	GD24APBSN 2-3/8X.113 FULL RD HD 5/M - **STEELINX**		Y	32.9900	EA	65.98

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Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 69.94

SubTotal	65.98
SC2 6.00% Sales Tax	3.96
Deposit	
Please Pay This Amount	69.94

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Mike Thorpe
Signature MIKE THORPE

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CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/11/2015 12:09:37 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	HYOUNG
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	T	Price	Qty	Amount
1	EA	GL24 ASBS	SENCO GL24ASBS FRH 2 3/8" R/S HDG		Y	47.9900	EA	47.99

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 50.87

SC2 8.00%	SubTotal	47.99
	Sales Tax	2.88
	Deposit	
Please Pay This Amount		50.87

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Mike Thorpe
Signature MIKE THORPE

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JOB ADDRESS
BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	8
SOLD ON	8/11/2016 2:18:22 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UOM	Item	Description	ID	Y	Price	Bar	Amount
1	EA	HL27 ASBS	SENCO HL27ASBS FRH 3" R/S HDG		Y	66.8900	EA	66.89

COPY

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Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 70.90

SubTotal	66.89
Sales Tax	4.01
Deposit	
Please Pay This Amount	70.90

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
20 SAM'S POINT ROAD
BEAUFORT, SC 29907
843-522-9994
Fax: 843-522-9972

CUSTOMER COPY



INVOICE

1506-055607 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0066

ACCOUNT	JOB
0017828	6
SOLD ON	6/12/2015 11:20:54 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR2
CASHIER	HYOUNG
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	Unit	Item	Description	ID	Price	Par	Amount
2	EA	GL24 ASBS	SENCO GL24ASBS FRH 2 3/8" R/S HDG	Y	47.9900	EA	95.98

CPA

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 101.74

SC2 6.00%	SubTotal	95.98
	Sales Tax	5.76
	Deposit	
Please Pay This Amount		101.74

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Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
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BEAUFORT, SC 29907
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1506-065716 PAGE 1 OF 1

SOLD TO CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901
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JOB ADDRESS BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056
--

ACCOUNT 0017628	JOB 6
SOLD ON 6/17/2015 3:11:55 PM	
CUST PICKUP	
BRANCH 1100	
CUSTOMER PO#	
STATION CTR2	
CASHIER HYOUNG	
SALESPERSON RFREEM	
ORDER ENTRY	

Quantity	U/M	Item	Description	ID	T	Price	Per	Amount
17	PC	34GOLD	DOWN POUR-3/4x4X8 T&G OSB WEYER. EDGE GOLD (23/32)		Y	16.7500	PC	284.75

COPY

COPY

COPY

CPU

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 301.84

SubTotal	284.75
Sales Tax	17.09
Deposit	
Please Pay This Amount	301.84

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Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
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BEAUFORT, SC 29907
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Fax: 843-522-9972

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1506-073257 PAGE 1 OF 1

SOLD TO
CGBS RESIDENTIAL
P O BOX 875
BEAUFORT SC 29901

JOB ADDRESS
BRIGGS JOB
6 GOVERNOR BLAKE COURT
VIVIAN'S ISLAND SC 29901
(843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/22/2016 7:29:25 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	CALLED MIKE-CLYDE
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	Dist	Price	Per	Amount
1	EA	7598	3X 120 FULL RD HD 4/M **STEELINX**HD27APBSN	Y	32.4900	EA	32.49

COPY

COPY

COPY

CPU

Payment Method(s) Buyer: MIKE THORPE

Charge to Acct 34.44

SubTotal	32.49
Sales Tax	1.95
Deposit	
Please Pay This Amount	34.44

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature MIKE THORPE

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
20 SAM'S POINT ROAD
BEAUFORT, SC 29907
843-522-9994
Fax: 843-522-9972

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1506-077622 PAGE 1 OF 1

SOLED TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	6
SOLD ON	6/24/2015 7:50:45 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BROBER
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	D	Price	Per	Amount
8	EA	LUS2102ZSA	SIMP LUS2X10-2 ZINC DBL HANGER	Y	1.9900	EA	15.92
16	EA	LUS210ZSA	25/BOX SIMP LUS210 2X10 ZMAX JOIST HANGER 50/8X		1.100	EA	17.76

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 35.70

SubTotal	33.68
Sales Tax	2.02
Deposit	
Please Pay This Amount	35.70

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

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BEAUFORT
20 SAM'S POINT ROAD
BEAUFORT, SC 29907
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1507-090903 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 875 BEAUFORT SC 29901	BRIGGS JOB 8 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	8
SOLD ON	7/1/2015 7:44:04 AM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BAMAYA
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	U/M	Item	Description	D	T	Price	Per	Amount
18	EA	PA61	PA-51 SIMPSON PURLIN ANCHORS		Y	9.2800	EA	167.04

COPY

COPY

CPU

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 177.06

SC2.6.00%	SubTotal	167.04
	Sales Tax	10.02
	Deposit	
Please Pay This Amount		177.06

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature ANDY BANKS

GRAYCO

GRAYCO BUILDING CENTER -
BEAUFORT
20 SAM'S POINT ROAD
BEAUFORT, SC 29907
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1507-092224 PAGE 1 OF 1

SOLD TO	JOB ADDRESS
CGBS RESIDENTIAL P O BOX 876 BEAUFORT SC 29901	BRIGGS JOB 6 GOVERNOR BLAKE COURT VIVIAN'S ISLAND SC 29901 (843) 368-0056

ACCOUNT	JOB
0017628	8
SOLD ON	7/1/2016 1:08:06 PM
CUST PICKUP	
BRANCH	1100
CUSTOMER PO#	
STATION	CTR1
CASHIER	BAMAYA
SALESPERSON	RFREEM
ORDER ENTRY	

Quantity	UM	Item	Description	P	T	Price	Per	Amount
50	EA	LUS28ZSA	SIMP LUS28 2X8 ZMAX JOIST HANGER		Y	0.9500	EA	47.50
100	EA	MTS12	50/BX		Y	0.6000	EA	60.00
15	EA	H10-2SA	SIMPSON MTS-12 TWIST STRAP		Y	1.6800	EA	24.90
1	EA	GL24 ASBS	1800 SIMP DOUBLE RAFTER TIE		Y	47.9900	EA	47.99
10	EA	ST12SA	H10-2SA		Y	0.6300	EA	6.30
			SENCO GL24ASBS FRH 2 3/8" R/S					
			HDG					
			ST12 SIMP 12" STRAP TIE					

Payment Method(s) Buyer: ANDY BANKS

Charge to Acct 197.89

SC2 6.00%	SubTotal	186.69
	Sales Tax	11.20
	Deposit	
Please Pay This Amount		197.89

The recipient of the materials described herein agrees to hold Grayco harmless, indemnify and defend Grayco against any claims or actions brought as a result of incorrect or negligent installation. All refunds subject to approval; 15% restock fee may apply



Signature: ANDY BANKS

Respondent's Damages Hearing Exhibit No. 8



CONSTRUCTION MANAGEMENT AGREEMENT

THE BRIGGS RESIDENCE
LOT 34, VIVIAN'S ISLAND
BEAUFORT, S.C. 29907

THIS CONSTRUCTION MANAGEMENT AGREEMENT is entered into on March 25, 2015, by and between Mr. and Mrs. Chris Briggs, Lot 34, Vivian's Island, Beaufort, South Carolina, 29907 (hereinafter referred to as the Owner), and CGBS Residential, LLC, P.O. Box 875, Beaufort, South Carolina 29901 (hereinafter referred to as the Manager)

RECITALS:

WHEREAS, Owner intends to construct the Briggs Residence (hereinafter referred to as the Project) and desires to engage Manager to render general management services with respect thereto; and

WHEREAS, Manager has significant expertise in connection with the management of construction projects and desires to manage the Project;

NOW, THEREFORE, in consideration of the mutual covenants and promises hereinafter contained, the parties agree as follows:

MANAGEMENT OF PROJECT: In connection with the construction of the Briggs Residence located at Lot 34, Vivian's Island, Beaufort, South Carolina 29907, Owner hereby employs Manager and Manager does hereby agree to undertake all construction management obligations and services with respect to the project.

DUTIES OF THE MANAGER: Manager's duties shall include, without limitation, the following:

- a. Consult and advise Owner on all aspects of the Project including the consideration of green alternatives proposed by the architect in the schematic design phase;
- b. Review agreements which Owner may desire to enter into with respect to the Project;
- c. Consult with Owner in connection with the preparation of budgets, reports, scheduling, evaluations, cost estimates, bid packages in connection with the selection of contractors, materials, and issuance of permits;
- d. Approve invoices for payments for contractors, subcontractors, material men and other ordinary expenses related to the Project;
- e. Advise Owner in obtaining necessary permits, complying with applicable laws, and making sure that all necessary safety precautions have been obtained; and
- f. Advise Owner as to the types and amounts of insurance that Owner should carry with respect to the Project.

WORKING HOURS: Time is of the essence for this Agreement. The parties acknowledge that Manager will devote sufficient time each week during the planning and development phase of the project as well as the construction phase to accomplish all of Manager's duties to Owner.

COMPENSATION: Owner agrees to pay Manager the sum of 8% of the total cost of the Project as a Construction Management Fee. Said Construction Management Fee will be paid in monthly draws at a rate of \$2,000.00 per month, in advance, for a period not to exceed ten (10) monthly payments. A final payment based on the total cost of construction less the monthly draws paid will be due and payable in full at the time that the Certificate of Occupancy is received for the Project.

TERM: This contract will terminate automatically upon completion by CGBS Residential, LLC of the Services required by this Contract or receipt of the Certificate of Occupancy, whichever comes sooner.

INDEMNITY: To the fullest extent permitted by law, Manager and Owner will mutually indemnify, defend and hold each other harmless from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees arising out of or resulting from the performance or non-performance of each other's duties during the period of the Project.

DEBRIS: Manager agrees that at all times Manager shall keep the premises free from accumulation of waste materials or rubbish caused by any contractors operations.

DEFAULT: The occurrence of any of the following shall constitute a material default under this Agreement.

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of the party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES: In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

FORCE MAJEURE: If performance of this Agreement or any obligation under this Agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the

reasonable control of the party in committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION: Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to such a selection, each party shall select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Agreement.

GOVERNING LAW: This Agreement shall be construed in accordance with the laws of the State of South Carolina.

WAIVER OF CONTRACTURAL RIGHT: The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

NOTICE: Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

SEVERABILITY: If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

ENTIRE AGREEMENT: This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

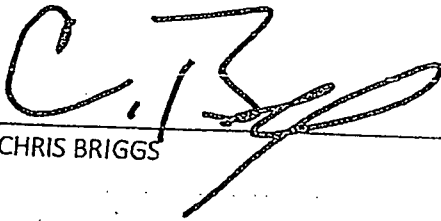
AMENDMENT: This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the Agreement.

BINDING EFFECT: This Agreement shall be binding upon and inure to the benefit of Owner and Owner's successors or assigns, and shall be binding upon and inure to the benefit of Manager and Manager's heirs, personal representatives, successors or permitted assigned.

ATTORNEY'S FEE: If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees in addition to any other relief to which that party may be entitled.

THE PARTIES have hereunto set their hands the day and year first above written.

OWNER:


CHRIS BRIGGS

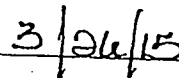
DATE:



MANAGER:


MIKE THORPE-PRESIDENT
CGBS RESIDENTIAL, LLC

DATE:



Respondent's Damages Hearing Exhibit No. 9

CGBS RESIDENTIAL, LLC
PAYMENTS BY CHRIS BRIGGS

MANAGEMENT FEES

3/30/2015	\$2,000.00	APRIL MANAGEMENT FEE DRAW
6/18/2015	\$2,000.00	JUNE MANAGEMENT FEE DRAW
7/5/2015	\$2,000.00	JULY MANAGEMENT FEE DRAW
7/5/2015	\$1,300.00	EXCESS PAYMENT APPLIED TO MANAGEMENT FEE DRAW
TOTAL	\$7,300.00	

OTHER PAYMENTS

6/12/2015	\$470.00	REIMBURSEMENT FOR LABOR TO CUT OFF PILINGS TO O&B LANDSCAPING
	\$214.95	REIMBURSEMENT FOR ANCHOR BOLTS FROM LOWES
	\$684.95	
6/18/2015	\$3,300.00	REIMBURSEMENT FOR FRAMING LABOR TO CLYDE PADGETT, JR.
7/5/2016	\$3,500.00	REIMBURSEMENT FOR FRAMING LABOR TO CLYDE PADGETT, JR.
	\$6,800.00	

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.



Benjamin T. Coppage
Coppage Law Firm, LLC
Post Office Box 2473
Beaufort, South Carolina 29901
(843) 379-9601
Attorney for Appellant

Beaufort, South Carolina
February 27, 2017

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SC Court of Appeals