THE STATE OF SOUTH CAROLINA

In The Court of Appeals

APPEAL FROM GEORGETOWN COUNTY
Court of Common Pleas
Fifteenth Judicial Circuit

Honorable Benjamin H. Culbertson, Circuit Court Judge

Civil Action No. 2018-CP-22-00956

RECEIVED
Jun 30 2020
SC Court of Appeals

Appellant Case No. 2019-001822

Rory M. Isaac and Kimberly J. Isaac ..... Appellants,

vs.

Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and
Lane's Professional Pest Elimination, Inc.

Of Whom Laura Kopchynski is .....Respondent.

RECORD ON APPEAL – VOLUME III OF III

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In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Laura Kopchynski
March 27, 2019

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Laura Kopchynski
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Wednesday, March 27, 2019

TIME: 1:02 p.m.

REPORTER: Holly Hiott O'Quinn, RPR

LOCATION: Oxner & Stacy, PA
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Georgetown, SC 29442

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A P P E A R A N C E S

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Also Present:	Rory Isaac Kimberly Isaac

A That was the purchase price that the Onionses told me that they -- not a purchase price, it's a list price.

Q Okay. Thank you. And how did you -- how did that number come to be?

A They -- we looked at the comps.

Q Who is we?

A The Onionses and I. I gave them the comps. But they decided on the list price.

Q How many comps did you pull before you...

A I do not recall.

Q Less than five?

A I do not recall.

Q Okay. Do you -- how did -- you knew the Onionses. You live in the same neighborhood as the Onionses?

A Yes.

Q And did you know -- how did you know them -- if you did, before you listed their house for sale?

A I met them as neighbors in Litchfield Plantation. I did not know them outside of them being my neighbors in there. That's how I met them.

Q Okay. Were you friends, social friends?

A We became social friends.

Q Okay. When? How long have you been friends?

A Maybe five years, six years.
Q So you'd known Mr. and Mrs. Onions for five or six years?
A Yes.
Q Okay. And --
A Well, we became social friends about five or six years ago. I had met them prior.
Q Okay. And your social interaction with them would be -- when would you see them?
A At what time frame are you talking?
Q In the five or six years.
A It would vary. We would once in awhile have dinner together. We would once in awhile see each other at a community function.
Q Okay. Who did you meet first, Mr. Onions or Mrs. Onions?
A I think I met them together.
Q Okay. When? Where?
A I can't recall the actual -- I don't know.
Q Okay. And would you have more interaction with one or the other?
A Yes. In the more recent years, probably Jackie, Mrs. Onions.
Q Okay. Before then, were you -- were you meeting with Mr. Onions in regard to Litchfield

Plantation matters and his role as a board member of the association?

A No.

MR. KROPSKI: Object to the form.

BY MR. REDMAN:

Q Okay.

A Do you mean like did I meet with him in an official capacity to discuss Litchfield Plantation as him being a board member?

Q Well, he was on the board for the association, correct?

A Right.

Q Okay. Would you ever talk to him for an association-related matter?

A Not confidentially. It would be probably a general conversation if we were with people.

Q Okay. You would see him at community events and --

A Right. Or a gathering or -- right.

Q Okay. Well -- okay. So you're friends in the community and you become closer friends in these past five or six years. And how did you learn that they wanted to sell the property?

A They called and asked me to come over.

Q Who called?

A I think Jackie said if you have time, can we see you tomorrow. That was on a Saturday night, right around this time. It was a night or two before we listed the house -- or I'm sorry, a couple nights before we listed the house. She said if you have time, can you come and talk to us. And then Tim called me the next morning and said can you come over. And I said sure. Am I coming over just myself or am I bringing a pad and pen or am I like bringing a laptop, like what -- because I could tell something wasn't just like, hey, why don't you come over and have a cup of tea. And they said bring your laptop.

Q Okay. So they wanted to talk to you in your professional capacity as a realtor. Is that what you mean by bring your laptop?

A Right. I didn't know if they were going to ask me information for me to look up. I wasn't sure why they were asking me over.

Q Okay. But Tim said -- called that morning and said I need you to come over, or can you come on over, and you did?

A Do you have time, yes.

MR. KROPSKI: Object to the form.

BY MR. REDMAN:

Q Okay. And that was on a Saturday morning?

one, which I believe was in MLS. It's just features about the house. It's the ceiling, the 10-foot ceiling, whatever all it is. Just special features. Nothing -- anything that would be something in addition to what you'd expect outside of basic information.

Q Okay. And on Exhibit 28, we talked about information that went into your binder that was at the house.

A Yes.

Q And you said one of the things that was in that binder was a list of special features. Is that what you were talking about?

A Yes.

Q Okay. And you're going to look and see if you can find that?

A Uh-huh.

Q Okay. Great. Do you know whether the -- did you know at any time that the yard had pumps, drainage pumps, installed?

A I found out the day of closing.

Q Okay. So those pumps wouldn't have gone on that special features list?

A No. And I wouldn't think so.

Q Because if it went on that list, you would have put it on that list. You would have typed it in

there?

MR. KROPSKI: Object to the form.

THE WITNESS: No, I don't think there's a -- no. I don't know how to answer that question.

BY MR. REDMAN:

Q So you found out --

A There's not a feature -- I believe a feature icon to put in here for that.

Q Would it be out of the ordinary to have the drainage pumps listed as a feature of the house?

A I can't answer to that what's ordinary or -- I cannot answer to what would be ordinary or out of ordinary.

Q Okay.

A If they had a pump -- I would -- yeah, I don't know how to answer that.

Q Okay. But you didn't know of the pumps -- you found out about the pumps, pumps in the yard?

A And I still to this day do not know where -- apparently there is a pump somewhere in that yard. And to this day, I cannot tell you -- I have not seen it and I cannot tell where it is or how it works.

Q Okay. To your knowledge, there's one?

A I believe so. But I'm not 100 percent sure.

Q Okay. And how did you find out about that

tell you what his -- what he was thinking or his reaction was. But he did say he would go and take a look. And he called me back and said that the water was -- he said, no, the pump is not -- I wouldn't think the pump is broken. Because he said, you know, I can't go in their yard. I don't own the property. So he went to go look where the water exited in that pipe and said it was flushing out and it would be fine.

Q Did he say how he knew it would be fine?

A No.

Q Okay.

A No.

Q Did he say the pumps are right where the water is collecting?

MR. KROPSKI: Object to the form.

THE WITNESS: He didn't say anything about the -- he just said the water was exiting through a pipe where it is supposed to exit.

BY MR. REDMAN:

Q Okay. Was he calm when he spoke to you about it?

A He's always calm.

Q Okay. So -- okay. And you mentioned the HOA hired an engineer to deal with drainage issues in the plantation; is that correct?

A They didn't hire him. They were consulting with an engineer.

Q Who is they?

A The board. The board of governors --

Q Okay.

A -- of the HOA.

Q And was Mr. Onions on the board of governors?

A Yes.

Q Okay. So Mr. Onions would have known about the HOA's consultant engineer?

A Right. But that wasn't for that -- I think it was two-fold. I think that they were evaluating a drainage problem on the other side of the plantation. And also they were talking about trying to incorporate through the ARB with any new builds that they would have to put their drainage plan through somebody so everybody knew it was done. So at that point, it was discussion that perhaps this would be the folks that they would use to try to make sure somebody was looking at drainage for new builds to ensure that it didn't make an issue for the neighbors as the topography changed.

Q Okay. And Mr. Onions was on the board that was handling all of that?

A Uh-huh. And that was in -- that was just

anything of that nature. I was more holding the speaker so they could communicate back and forth.

Q Okay. So we have this property listed and there have been showings, and then it goes under contract with the Coles. Do you know exactly -- or about when it went under contract with the Coles?

A I was looking over my notes. I want to -- I'm not sure, but I think on or about May 2nd.

Q Okay. And before that, before it can go under contract, you have to have a disclosure form filled out; is that correct?

A Yes.

Q Okay. And you say you had that in the binder?

A That was in the MLS as well.

Q Okay. And how did that get filled out?

A With the -- we did the listing paperwork. Before the listing, the Onionses filled out their disclosure as part of the listing paperwork.

Q Did you provide the form to them?

A Yes.

Q Did you explain it to them?

A The only thing I told them, which is what we tell everybody -- well, what I tell -- we're not allowed to advise, instruct, consult, explain a

disclosure form. So all I do is, this is the disclosure form. You need to read all the instructions very carefully and read each section very carefully. And that's basically -- that's basically it.

Q And you said that to Mr. Onions and Mrs. Onions?

A I don't recall. I definitely remember telling Tim. And I cannot recall if Jackie was in the room or not at that time.

Q Did Tim fill it out at that time?

A Throughout that period he did. I don't know exactly when, but he filled it out before we put the listing into MLS.

Q Did he fill it out while you were there?

A I don't know if he did it all the same day. I was back and forth a few days. I don't know if he did it all at once or not. I cannot recall.

Q Do you know who filled it out? Was it Tim and Jackie or just one or the other?

A I -- primarily I believe Tim was looking it over, and I believe he filled it out. That's my understanding.

Q What is that based on?

A I don't know. I don't know why I think that. But I do, for some reason, recall Tim being the one who

home inspection.

Q Okay. Did they do that through you at all? Or what do you recall about that?

A No. The only thing -- no, they did not.

Q Okay. And did they coordinate -- was -- the site visit for the inspector, was that coordinated through you at all?

A No.

Q Okay. And did you learn of the inspection at some point?

A Yes, because I had to call Jackie Onions to confirm a time for the inspector to come.

Q Okay. So that part went through you and that was worked out and you knew when the inspector was going to be there?

A Yes.

Q Okay. Were you there when the inspector was there?

A No.

Q Okay. Do you know who was there when the inspector was there?

A I believe one or both of Tim or Jackie were home.

Q But somebody was home?

A Somebody was home.

BY MR. REDMAN:

Q So by they, you mean Tim and Jackie?

A Tim and Jackie.

Q Okay. So you don't specifically recall being at the house and looking over a report with Jackie Onions and talking with her about it at the residence?

A I can't remember. I can't remember if I e-mailed it to them or brought them over. I don't remember.

Q You just don't remember?

A No.

Q Okay. Now, do you remember anyone else coming over to inspect the property?

A Yes. So there was one -- there was a section of the home inspection summary -- because we didn't have the whole home inspection report, we just had the summary. And there was photos of the crawl space.

Q Okay.

A And it said like recommend further evaluation by a licensed contractor. And then there was one photo that said something to the effect of recommend further inspection by a crawl space professional or something like that. So I had told Jackie that I had done a CL-100 -- we had a CL-100 done on another property that I had listed a couple of months before, which was

Stark. Andy Ward at Stark Exterminators had done it. And it was at that visit I had to meet him at the property. It was at that visit that he told me, oh, by the way, do you get a lot of listings. You should know that you don't have to wait until a CL-100 is due in a contract to have us come over and take a look. Any time you list a property, let me know, and I'll come out automatically and take a look and give an evaluation and tell you in my opinion if anything else needs to be done so you're not waiting until the portion of the contract -- that an actual formal CL-100 is done to see if there is an issue and then you have a chance of your contract blowing up.

So I recalled that. I said, Jackie, I know of this guy. I told her exactly what I told you. I said, do you have anyone else to call or do you want to call him to see if he's willing to come out and take a look. I don't know if he's going to charge you. I don't think so, I don't know. But this is a service he says that they provide. So she said yes. Yes, sure.

So with her standing next to me -- I had his phone number in my phone from the last contact -- I called him, explained the situation. He said he would be available to go over the following day. He asked a time. I asked Jackie if that time was suitable. She

It was in a condo.

Q But he left an impression upon you that he's --

A Somebody you could call that would be willing to come and give an opinion in the beginning before waiting for an actual CL-100 to be done.

Q Okay. And he looked -- generally, he was -- you wouldn't recommend somebody unless they seemed --

A Oh, yeah.

MR. OXNER: Object to the form.

MR. KROPSKI: Object to the form.

MR. REDMAN: Well, she didn't let me finish it. So it's not really fair.

MR. OXNER: Finish it.

BY MR. REDMAN:

Q So at that job -- at that prior job, what did you discuss with Mr. Ward at that prior job?

A He just -- I just stood there while he tried to -- there was a lattice that was nailed up, and he said he wasn't allowed to take it down. So I had to try to find someone to come to the property to take the lattice off. So it was that, it was him crawling down underneath there, and then just the conversation about, hey, any time you ever get a new listing, let me know and I'd be happy to come over to do some sort of

evaluation so you're not waiting until a CL-100 is due in the contract. And that was how that came about.

Q How long before that job until you called him with Jackie?

A I think that was probably in March. And this was in May. So it was fairly recent.

Q So within two months?

A About, yeah.

Q Okay. And you were there the next day -- were you there the whole time that Mr. Ward was there?

A Yes.

Q Okay. And what did Mr. Ward do when he arrived at 24 Avenue of Live Oaks?

A He came in, introduced himself. We showed him the home inspection summary. And then he went down into the crawl space. He put on his work jumper and went downstairs, did an valuation, and then came back up to discuss it.

Q How long was he down there?

A I don't remember.

Q Was it one or two minutes or --

A No. I would say -- no, it wasn't one or two minutes. Maybe 20 or 30. I can't recall.

Q Okay. I won't hold you to exactly how long he was down there. But thank you for the estimate.

evaluation and providing that to you and the Onionses, correct?

A Correct.

Q Okay. And at the end of that, I think you mentioned that the Onionses went and got a second opinion; is that right?

A Yes.

Q Okay. Tell me about that.

A After Andy came, Mr. Onions was away, so Jackie filled him in on the fact that he came over. And they decided to get another evaluation from their licensed contractor.

Q Who is that?

A Emery Custer.

Q Do you know Emery Custer?

A I've met Emery.

Q How many times have you met Emery?

A Three or four, perhaps.

Q Are you friends with Emery?

A No.

Q He's never done work on your property?

A No.

Q Okay. What do you know about Emery?

A I know that the Onionses used him for much of their work and so did the HOA for Litchfield Plantation

for several homeowners and some of the board members.

Q Okay. And so he's fairly well known in the area; is that correct?

A Yes.

Q Okay. And is he known as a licensed handyman in the area?

MR. KROPSKI: Object to the form.

THE WITNESS: No. I think he's known as a very reputable and credible licensed contractor.

BY MR. REDMAN:

Q Okay. And you knew him before you listed this property for sale; didn't you?

A I met him once when I went to the beach house at Litchfield Plantation and he was doing work over there. I was introduced to him.

Q How long before the listing of this property was that?

A It was sometime over -- actually, I don't know.

Q Okay. My question was, did you know Emery before you listed this property?

A Yes.

Q Okay. And all the things you say about him, you knew all of those things that he -- other board members and other people in the area used him before

you listed this property, right?

A Yes.

Q And you knew -- I guess, then, it follows that you would have known about Emery the same day that you recommended calling Andy Ward, right?

A That I knew of Emery before my recommendation to call Andy Ward?

Q Right.

A Yes, I knew of Emery.

Q Okay. But when you thought of or were reading the language we talked about earlier that there's a -- the Cornerstone report was recommending a crawl space specialty contractor, Andy Ward came to your mind first; didn't he?

MR. KROPSKI: Object to the form.

THE WITNESS: I didn't even think of Emery, period.

(WHEREUPON, Plaintiffs' Exhibit No. 30 was marked for identification only.)

BY MR. REDMAN:

Q Fair enough. Now, I've handed you Exhibit 30. Do you recognize this document?

A Yes.

Q What is it?

A It's a Litchfield Plantation newsletter.

Q Who writes these up?
A I did at the time.
Q Okay. You don't do these anymore?
A No.
Q What was this -- is this the last one you did?
A The last one I did was November 2018.
Q They all kind of have the same format?
A Generally.
Q Yeah, okay. Would you mind -- do you have access to all of these that you have made?
A I'm sure if I -- I could probably -- I could try.
Q Could you e-mail those to your attorney to have him send over to us?
A (Witness nods head.)
Q How -- were they quarterly, four a year or so?
A One a month.
Q Okay. And you did this for how many years?
A I think I did 27 or 28 issues. So two and a half years. A little over two years.
Q And why did you stop doing it?
A Because I didn't want to do it anymore.
Q Was it a paying job?

A No.
Q Okay. Did you, on occasion, get any referrals from this?
A One.
Q Over 27 months, you got one?
A Right. I didn't put my name in it until --
Q Okay.
A -- toward the end, because I was just doing it as a homeowner. I wasn't doing it to advertise. And then they finally insisted that I do.
Q Okay. And there are other people's names in here, too, right?
A Yes.
Q Are they -- the people who you referred to as they insisted that your name go in here, would that be the people who are listed as the board of governors?
A The board, yes.
Q Okay. Mr. Onions was one of those?
A Actually, Tom Eckard is the one that insisted.
Q Okay. And did you know everybody on the board of governors?
A I have met Jason Burger and Justin Nash, but I really don't -- I didn't really know them at the time.

Q Okay. Do you keep up with board of governors issues in Litchfield Plantation throughout that time?

A Whatever is common knowledge that we all know, yes.

Q Okay. So you knew enough to put together a newsletter or gathered enough to put together a newsletter every month for 27 months?

A Yes.

Q Okay. And the members of the board of governors are in there. The members of the architectural review board are on the second page.

A Uh-huh.

Q And your first service residential managers for the association are on the third page.

A Yes.

Q Okay. Gate house and gate guards are also on the third page.

A Uh-huh. Yes.

Q Okay. All important contact information, correct?

A Yes.

Q Okay. And the last page has two events. One's Easter and the Lowcountry festival. And then in the middle a list of contractors.

A Yes -- they're not all contractors. But --

they're not all contractors.

Q Okay. What would you characterize them as?

A Well, Emery is a contractor. And then the rest are more landscaping professionals.

Q Okay. And this has Emery Custer. How many of these newsletters was he -- his name in?

A I don't recall. The board asked me to -- Tom Eckard, specifically, wanted to start including these following names in here. Because they were constantly getting phone calls about who perhaps to use and recommendations. So they said for simplicity and for easy contact, can -- they gave me all this information and asked for me to please include that in the newsletter.

Q Okay. And then -- so you don't know, but we can go back and look at how many of these newsletters Emery's name shows up in, right?

A Yes.

Q Okay. And the same thing, you're on the bottom there too. You have a nice little update of information and then your contact information, right?

A Yes. Which the real estate stats I had done all along. And like I said, it was only like maybe the last year or so that I started to include my information in there. Year and a half.

they're more comfortable and they had decided to go with Emery.

Q To do the repairs?

A To do, right, whatever repairs or improvements.

Q Okay. Do you know whether Emery went over there and diagnosed the problem or what he did when he went over there?

A I do not.

Q Okay. So the Onionses told you they felt like Emery was qualified to do these repairs. And did Emery in fact do them?

A Yes.

Q Okay. And how do you know that?

A They told me that -- when he was going to do it. They told me when it was done. And I said I needed some sort of written -- or I would prefer some sort of written verification to show the Coles so the Coles knew exactly which repairs were made.

Q Okay. And were you provided with a verification?

A I was.

Q Did you need that verification to come from the contractor?

A Meaning?

Q From Emery.
A I needed a verification of what -- something to verify exactly what he did --
Q Okay.
A -- so that there was no question as to what improvements or repairs were made.
Q Okay. And since Emery was doing the repairs, did you expect that verification to come from Emery?
MR. OXNER: Object to the form.
THE WITNESS: Yes. I would have, yes.
BY MR. REDMAN:
Q Okay. Did you get a verification?
A I did.
Q And who was it from?
A The -- it was a -- I got it from the Onionses. They gave it to me. And I believe I -- I see that my copy is a cam scan, and I've done that with some of the documents. So I don't know if I had any part of an original or if I just cam-scanned it to send to the other agent.
Q So a cam scan is where you take a picture of it?
A Right, from your phone.
Q Okay. But you saw a verification of repairs?
A Yes.

Q Okay. And that was given to you by the Onionses?

A Yes.

Q Who filled it out?

A Who filled it out?

Q Who prepared it?

A I found out later after this was filed that Tim typed it up for Emery.

Q At the time, did you understand -- did you think it came from Emery?

A Yes.

Q And after the lawsuit, you discovered that that's what Tim had typed?

A Yes.

Q Okay. Now, after the -- after you were told the repairs were done, did you ever have a discussion with the Onionses -- well, we'll get to that.

The CL-100 -- a CL-100 had to be performed at some point. And we're still talking about the period of time where the Coles are under contract, right?

MR. KERNODLE: Object to the form.

BY MR. REDMAN:

Q And a CL-100 needed to be performed; is that correct?

MR. KERNODLE: Object to the form.

THE WITNESS: It was in the contract. As part of the contract, they checked that they were going to do a CL-100, yes.

BY MR. REDMAN:

Q Okay. And do you know who can perform or do a CL-100 in the state of South Carolina?

A I suppose someone who's licensed to do it. Because not all pest control companies or what have you offer to do it. So I'm not sure what the regulations and stipulations are.

Q Okay. Some pest control companies can and some can't, to your knowledge?

A Or some do and some don't. I don't know.

Q Okay. Fair enough. And do you -- were you involved with the CL-100 being scheduled during the time the Cole contract was in place?

A No.

Q Okay. So you weren't a part of that at all?

A No.

Q Okay. Were you told that one was being done at any point?

A Yes.

Q Okay. And did you ever receive that CL-100?

A Yes.

Q Okay. When did you receive it?

A I think it was like a day or two after it was done. Because we had broke out of contract that day, and so I didn't have to get it to the closing attorneys. So there was no rush. There was no rush for it.

Q So you received the CL-100 form after the Cole contract had fallen through?

A Yes.

Q Okay. And therefore, there wasn't going to be a closing of the Cole contract?

A Yes.

Q And there was no need to forward a CL-100 to the closing attorney or the prospective purchaser because those folks were no longer in the picture?

A Right.

Q Okay. And did you look at the CL-100 form when you received it?

A Yes.

Q Okay. Did you read it?

A I don't really -- I probably skimmed through it, yes. I mean, I opened the doc. I saw it. I don't know exactly when I did it. I do know that I -- I cannot tell you exactly when I read it.

Q Okay.

A I don't know.

A Not that I recall.

Q Okay. And so was there discussion about a CL-100 needing to be done for the Isaacs?

A It was in the contract that the Isaacs had selected to do a CL-100.

Q Okay. And what do you recall about that process, getting a CL-100 for the Isaacs?

A In the contract, the -- I told Ed that -- that's when I told Ed Stark had been out and done an evaluation. I said, I don't know who the Isaacs plan on using, but I just want you to know Stark had been out to do an evaluation. I know they do CL-100s. And if the Isaacs choose Stark, which they can, I just want to give you a heads up that the Onionses took much of the recommendations that Stark had made but did not hire Stark or use Stark to make any of the repairs. And so I don't know that they would remain professional or if there would be any sort of resentment if they came and saw all of the improvements that were made underneath. And Ed actually chuckled out loud and said, you would like to think that. But thank you for letting me know, and we'll let you know who -- I think they wanted Jackie Onions to make the appointment for the CL-100. So we'll let you know who to -- I'm trying to think...

Q Well, before -- did you have a conversation with the Onionses about the CL-100 needing to be done for the Isaacs?

A They knew part of the contract that they were going to have a CL-100.

Q The Onionses knew?

A Yes.

Q Okay. And did you talk with them about who was going to do the CL-100 on their house?

A No, because we didn't know at the time, because the Isaacs were going to get to choose who to select.

Q Okay. So you didn't know at the time. Did you discuss that matter with them at the time?

MR. KROPSKI: Object to the form.

MR. OXNER: Same objection.

THE WITNESS: The only time it came up with the Isaacs with the CL-100 is I was noticing it was time to schedule one. And I called Ed and said, you have to schedule the CL-100. And he thought it was the seller's responsibility. And I looked back over the contract, I said, no, the buyer is paying for it and the buyer is choosing the provider and we're in that time frame. And that was the same time I had told -- when Jackie Onions and I had talked about we

need to get -- that the CL-100 has to get done. I said, I'm going to find out who's going to do it and I'm going to let Ed know what happened with -- if Stark comes, that it could be awkward.

BY MR. REDMAN:

Q Okay. So there was a discussion with you and Jackie about I'm going to find out who it is and that if Stark shows up, it could be awkward because --

A I'm going to let Ed know that it could be awkward if Stark comes, but they are welcome to use Stark.

Q And you had that conversation with Jackie?

A Yes.

Q Was Tim around?

A I don't believe so.

Q Okay. But it was -- was the gist of that discussion that you and Jackie would prefer that Stark not do the CL-100?

A No. It was just going to be awkward for her because she was present for it. It was going to be awkward for her if Andy came back and they didn't -- after the time that he spent and all the conversation that they had, that she didn't actually go ahead and hire him. It was more about awkwardness for her.

Q Okay. So your testimony is that a discussion

took place that having Stark back out there would be a problem?

MR. KERNODLE: Object to the form.

MR. KROPSKI: Object to the form.

THE WITNESS: No, not a problem. That it could be awkward, that's all.

BY MR. REDMAN:

Q Okay. And after you had that conversation with Jackie and you were going to go and talk to Ed, were you going to -- you told me that you spoke to Ed and you told them Stark was out there and --

A It could be awkward.

Q And you told them you would hope they'd be professional but you just don't know?

MR. KERNODLE: Object to the form of the question.

BY MR. REDMAN:

Q Is that what you said?

MR. KERNODLE: Object to the form of the question.

BY MR. REDMAN:

Q That was your testimony?

MR. KERNODLE: Object to the form of the question.

THE WITNESS: Yes.

BY MR. REDMAN:

Q Okay. And you told Ed the reason it might be awkward was because Jackie or the Onionses had taken the Stark recommendations and done them?

MR. KERNODLE: Object to the form.

THE WITNESS: They had taken many of the Stark recommendations and done them.

BY MR. REDMAN:

Q Okay.

A But did not use Stark to do it.

Q Have you ever in your career called up another realtor and said, I don't think we should use this contractor to do the CL-100?

A I never said they shouldn't.

MR. KROPSKI: Object to the form.

THE WITNESS: And I never have said that, no.

BY MR. REDMAN:

Q Okay. So in this case, you didn't say, you know, Ed, I don't think we should use Stark? That's what you're telling me, right?

MR. KERNODLE: Object to the form.

THE WITNESS: I did not say that.

BY MR. REDMAN:

Q You did not say that. Okay. You're saying

that you were just pointing out to Ed that there might be some awkwardness if Stark were to show up?

MR. KERNODLE: Object to the form of the question.

THE WITNESS: Yes.

BY MR. REDMAN:

Q Okay. And you were concerned about professionalism in there somehow?

MR. KERNODLE: Object to the form of the question.

BY MR. REDMAN:

Q You tell me.

A The possibility, yeah. It was a concern --

Q That Stark --

A -- that they'd be professional if they came out, yes.

Q And saw that some other contractor did the work that they had taken the time to recommend?

A Exactly.

Q Have you, to the best of your knowledge, produced all of the e-mails between you and Ed in regard to this transaction?

A Yes.

Q Okay. We talked earlier today about your conversations the day that Mr. Ward from Stark was out

Q Do you know what percent it was?
A Seventy, I believe.
Q That would be a big percentage.
MR. KROPSKI: Object to the form of the question.
THE WITNESS: There's different structures.
BY MR. REDMAN:
Q So how would you and your company be paid out of the closing of this transaction is what I was asking?
A The seller pays the commission. Is that what you're asking me?
Q The funds for your commission would come out of the sale proceeds, correct?
A Correct.
Q And what percentage of the sales proceeds was the realtor's commission in this case?
A Oh, I'm sorry. Well, it was 3 percent for -- is that --
Q Yes.
A Okay. I'm sorry. That's why you thought the 70 was -- okay. I'm sorry, I couldn't follow you. So it's right. It was 6 percent sales commission. 3 percent for the buyer's agency -- no, it wasn't. It was 5 percent for this transaction. Two and a half for

each side.

Q Okay. Do you know about what that adds up to in the sales price of this residence?

A I don't remember what the total commission was. I think for each side it was 12- or 15,000, somewhere around in there.

Q Okay. And in 2018, how many sales did you close?

A 2018? Five or six perhaps.

Q Okay. And were they sales that were all about the same amount or does it vary? Or where does this fit in the scheme of things for 2018?

A They varied.

Q What was your total commissions earned in 2018 approximately?

A I want to say -- I'm not 100 percent sure -- 30- to 35,000.

Q Thirty-five --

A Thirty to 35,000 total.

Q Total commissions for the year?

A Yes.

Q So this commission right here would have been 15 of that 35?

A Yes.

Q Okay.

A Yes, that's all we had.
Q Okay. And page 2 of this exhibit says 5/10/2018. Do you see that?
A Yes.
Q So we're about a week after the contract; is that correct?
A Yes.
Q Okay. And this appears to be the document we were talking about?
A (Witness nods head.)
Q Okay. And have you ever had a home inspection report which shows insulation falling, having fallen off?
A Very frequently.
Q Okay. Do you know what the cause of insulation falling off can be?
A It could be an animal doing it. It could be moisture. There's a whole -- I'd just be speculating.
Q Okay. All right. And I'm looking at page 5 of 10.
A Okay.
Q Are you looking at it too?
A I happen to be.
Q Okay. And 7.6, there's a paragraph there. And this is where the home inspector recommends further

inspection and any needed corrections by a crawl space specialty company. Did I read that correct?

A Yes.

Q Okay. And is that what you saw when you told Jackie that you knew a guy who works in the crawl spaces?

A Yes.

MR. KROPSKI: Object to the form.

BY MR. REDMAN:

Q And that was Andy Ward, right?

A Yes.

Q Okay. And let's go to Exhibit 7.

A I see it.

Q Let's go to Exhibit 8 first off and see if you recognize this document.

What exhibit are you on?

A Eight. I mean, I don't -- I don't recall it, but, yes. I mean -- oh, it's just one? I'm sorry. This is my e-mail.

Q Do you remember sending this e-mail?

A I don't.

Q Okay. Is this your e-mail address?

A Yes.

Q And it is -- does it appear to be five days after the Cornerstone report, Exhibit 6 that we just

June 2018.

A I see June 20.

Q On the first page, top of the first page.

A Oh, yes.

Q Okay. And that's about the same time the release was being signed that we just looked at, right?

A It was the same day.

Q Yeah. And so do you think you received this after the release was signed?

A I don't think I received this that day.

Q You didn't receive it on the 18th?

A I don't believe so.

Q You received it after the 18th?

A I believe so.

Q Okay. So there's no sense in forwarding that on to the Coles or their buyer, right?

A Right.

Q Okay. Because they're already -- the contract is dead.

Now, did you read this when you received it?

A Yes.

Q Okay. And did anybody tell you what this said, or did you go by what it actually says?

A Just -- I just went through and checked that -- and I was told before reading this that it was

good. So I didn't read it clearly or -- I shouldn't say clearly. Shouldn't read it that closely because they were also having their own CL-100 done.

Q So -- but that was later on. On the 20th, about therein when you received, right, you're saying?

A I don't remember which. It's probably somewhere around there.

Q Okay. Right about the time the Isaacs were going under contract?

A Uh-huh.

Q Okay. Do you see the small print up at the top of Exhibit 11?

A Which small print?

Q I'm just -- generally. Do you see it up there?

A The Official South Carolina Wood Infestation Report?

Q Yeah, and all the small language underneath that. Did you read all that?

A Do you want me to read it right now?

Q No. I'm just asking do you recall reading it at the time?

A I don't recall exactly.

Q Okay. Let me point out one sentence in it, the fourth paragraph there. It says: If there's

evidence of active infestation or past infestation of termites and/or wood-destroying organisms or fungi, it must be assumed that there is some damage to the building caused by this infestation.

Do you see that?

A Yes.

Q Okay. So if there's evidence of active or past infestation of termites and/or wood-destroying organisms or fungi, this form says damage is assumed, right?

A Yes.

MR. KERNODLE: Object to the form of the question.

BY MR. REDMAN:

Q And in item 3B below, it looks like we got all nos. We don't have any -- nos mean generally that there's no problem of the --

MR. OXNER: I'm going to object to your interpretation. The document is the document.

THE WITNESS: Yeah.

BY MR. REDMAN:

Q Okay. Well, let's go to 3B here. It says nonactive wood-destroying fungi, wood moisture less than 28 percent. It says yes. It says it's there, right?

A Less than 28 percent.
Q It says nonactive wood-destroying fungi. And there's a yes there; isn't there?
MR. OXNER: Object to the form.
THE WITNESS: Yes.
MR. OXNER: She's already answered it says less than 28 percent. You're mischaracterizing her testimony.
MR. REDMAN: You don't need to be giving speaking objections. You can object to the form and we can move on.
MR. OXNER: I've got a lot of objections for you.
MR. REDMAN: Well, good.
MR. KROPSKI: George, can we go off the record?
MR. REDMAN: Yes.
(Off the record 5:29 p.m.)
(On the record 5:30 p.m.)
BY MR. REDMAN:
Q Let's just -- on item 3B, there's a yes checkmark, right?
A Yes.
Q And on item 4, there's also a yes checkmark?
A Yes.

Q Okay. Did you see that when you read this report?

A I don't recall.

Q Okay. Would you know whether that's a problem or not by reading this form?

MR. KROPSKI: Object to the form.

THE WITNESS: I would ask -- I don't know how to necessarily interpret that.

BY MR. REDMAN:

Q Do you remember asking anybody for an interpretation of that?

A No, but I did ask Ed if he wanted this copy to see of what -- to see the CL-100.

Q Okay. Let's be precise about that. You asked him --

A Did he want a copy. I told him one was done. Did he want it. If he did, to let me know. Because I had not seen it at that point. So --

Q Okay. You didn't have the form?

A I did not, no.

Q And you wrote to him and said --

A I do not have it. I can get it for you if you want it.

Q Okay. And when you got it, did you -- you -- just to verify, you didn't forward it on and you didn't

THE WITNESS: Yes, sir.
BY MR. OXNER:
Q And to your knowledge, he fixed those things?
A Yes, sir.
Q In the disclosure in number 15, which is the second disclosure --
A Do we have a --
MR. KROPSKI: It's Exhibit Number 15.
BY MR. OXNER:
Q Exhibit 15.
A Okay.
Q The one thing that changed, as we've already talked about, is it says see repair verification, and it's initialed by the parties on 6/20/18.
A Yes.
Q Okay. And the repair verification we're talking about is the Custer verification?
A Yes.
MR. REDMAN: Object to the form of the question.
BY MR. OXNER:
Q The second CL-100 that Lane's did for the Isaac closing, let's look at that one. What number is that one? I'm sorry.
MR. KROPSKI: Seventeen. Yeah.

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Rory M. Isaac
March 28, 2019

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STATE OF SOUTH CAROLINA)IN THE COURT OF COMMON
COUNTY OF GEORGETOWN)PLEAS
)FIFTEENTH JUDICIAL CIRCUIT
)CASE NO. 2018-CP-22-00956

RORY M. ISAAC AND KIMBERLY J. ISAAC, PLAINTIFFS, vs. THOMAS C. ONIONS, JACQUELINE ONIONS, LAURA KOPCHYNSKI AND LANE'S PROFESSIONAL PEST ELIMINATION, INC., DEFENDANTS.

)DEPOSITION OF:
)RORY M. ISAAC

DATE: Thursday, March 28, 2019

TIME: 1:53 p.m.

LOCATION: Oxner & Stacy Law Firm
235 Church Street
Georgetown, South Carolina 29442

REPORTER: Michele Darling Neville, RPR

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A P P E A R A N C E S

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Also Present:	Kimberly J. Isaac

A That's exactly what was happening.
Q I -- so that's what I mean. Who saw water flowing into the crawl space and who told you that Laura was aware of water flowing into the crawl space?
A I don't know. I can't answer that specific question.
Q Is it possible that this letter is a little bit inaccurate?
MR. REDMAN: Object to the form of the question.
THE WITNESS: It's possible you're interpreting differently than what we wrote it to mean.
BY MR. KROPSKI:
Q Okay. So we agree that Laura did -- that you don't know of any time Laura saw water flowing underneath the house?
A I do not.
Q Okay. Can you go to the second page, third -- second full paragraph?
A Okay.
Q Third paragraph. All right. Third sentence in there, it says: "The Onions also neglected to disclose that they had installed two mechanical sump pumps in a failed effort to stop the repeated water damage."
A Okay, tell me where you are again.
Q The third paragraph down. Second full paragraph.

Q Okay. And he was there just checking out the house? Or was he there scoping out some of the work that was going to be performed?

A Not on the 23rd he was not.

Q The 25th?

A The 25th he was not. He went over there because it started raining so hard and he wanted to see the yard. He wanted to see the water flow.

Q Why did he want to see the water flow?

A Well, part of it was because on the 23rd when we closed, we asked him to go over there and turn off the sprinkler system. Because the morning Ed and Kim walked the property before we closed, the side yard was wet. It was very wet. And what they noticed was that Mr. Onions was running his sprinkler system, even though we had -- you heard him talk about all the rain that we had. He was continuing to run his sprinkler system.

So I called him when Kim told me about it at closing and asked him to go over there and turn off the sprinkler system, to make sure that the sprinkler system was turned off. And that's why he went over there. And then, I guess, he went back.

I can't answer why he was there on the 25th specifically. I didn't ask him to go there, but he was there, evidently.

problems. The law in South Carolina prohibited you from participating in the act of concealment of the water intrusion problems.

What act of concealment did Ms. Kopchynski take part in?

A Here's how I would answer that. She received -- she not only received, but once she got this thing and it pointed out some potential moisture problems or moisture problems in the crawl space and suggested -- their words, not mine -- that a crawl space specialty company be contacted, she contacted Andy Ward at Stark to come out and take a look at it.

Which he did. He gave her a graph, which is an exhibit here, that showed moisture levels, wood-destroying fungi, non-active, but wood-destroying fungi, and other issues and problems in the crawl space. And so she was aware that there were issues, okay?

This disclosure statement doesn't list any of that. Now, she may not have known it, but now she does. No changes were made to the disclosure, which she has an obligation to do, as I understand it, and as I read it. And I've read it. And she didn't.

She then got a CL-100 from Lane's on the 28th -- I mean the 18th of July -- I mean, of June. I'm sorry. June the 18th, that also pointed to pretty much exactly the same

moisture content that -- and in her testimony yesterday, she admitted that she talked with the Onions about worrying about using Stark. Again, she did. And that--

Q We're getting off track here.

A No, we're not. You're asking me how I know.

Q Active -- active concealment--

MR. REDMAN: Let him answer the question.

BY MR. KROPSKI:

Q -- is my question--

MR. REDMAN: He's answering it.

THE WITNESS: I am answering it. She talked about that. And called my realtor, is what she said. I'm just repeating what she said. What I heard yesterday. I have not checked with my realtor to find out if all this is true, okay?

And said that she thought it would be awkward if they used Stark. Because they didn't give him some business and were worried that they potentially wouldn't be professional. I take that -- I'm just saying to you, I take that -- and I knew that she had seen the Stark thing, okay? Because she ordered it. She was concerned enough to pick up the phone to call someone -- not Emery Custer, but someone who does do this -- that's what they do. That's part of what Stark does. It's part of what Lane's does. Part of what a lot of people do. And she called one of these

people. And then didn't act at all knowing -- and also knew the Onions didn't follow the recommendations. Didn't follow the recommendations. And she chose not to disclose that.

That, to me, is concealing it. If you don't disclose something that you know and you have an obligation to do that, I would -- I would call that concealing it. That's how I would interpret that. So that is my answer to your question why I would say she concealed it.

BY MR. KROPSKI:

Q Okay.

A Okay.

Q Exhibit 5, can you look at that?

A I can.

Q The inspection.

A We can. All right. Let me put these back because I'm trying my best to keep these in order.

Okay. Exhibit 6 is what you want?

Q Yep.

A Okay. That's the Cornerstone home inspection report?

Q Yes.

A Okay.

Q Exhibit 6 is the Cornerstone home inspection summary.

A Okay.

Q And paragraph seven.
A Okay.
Q Or section seven.
A Okay.
Q Talks about the crawl space.
A Yep.
Q And it mentions 7. -- let's see -- 5. Pardon me, 7.6.
A Okay.
Q Item -- picture one, dampness in crawl space. Picture two, dampness in crawl space. Picture three, missing vapor barrier, damp ground. Picture four, wet debris on top of vapor barrier. Picture five, missing vapor barrier/dead ground. Picture six, no vapor barrier, damp ground. We -- you saw this before putting in the offer; correct?
A Correct.
Q Okay. And you did not have a property inspection performed yourself?
A I did. By Lane's.
Q Okay.
A Who did a CL-100. And came back. And if all this stuff was there, it should of been noted in the CL-100. It was not. It came back. My attorney that I used to close this thing says one of the best -- one of the best CL-100s

he had ever seen. He said, You should be happy. This is a great CL-100.

So all of this stuff, in my mind, this is what we depended on. When we saw this, we wanted a CL-100. If there was moisture down there, the CL-100 should of told us that. And that CL-100 not only didn't tell us that, it told us that it was great.

Q Okay.

A It was great. Eight to 18 percent. Now I've come to learn, to my detriment, that that's probably a big pile of bologna. But that's what it said and that's why we didn't feel like we needed to do anything else.

We had a -- we had a CL-100 report that very clearly said you don't have a problem with moisture under your house.

Whereas a month -- and what Mr. Onions gave us was these repair verifications that said I've taken care of it. And you know what we thought? Oh, man, it's working. It's doing the job it's supposed to do, because Lane's CL-100 says it's great.

So, yes, I had it inspected by a qualified, licensed by the State of South Carolina, I think, to do CL-100s. And as I read the CL-100, there's a lot of laws that you lawyers have written around that, or legislature with lawyers in it, has written around that CL-100. And I

depended upon on its truthfulness and its accuracy. Again, to my detriment.

Q Okay.

A Okay.

MR. OXNER: Easy on the lawyers.

MR. KROPSKI: We're not evil.

BY MR. KROPSKI:

Q And the inspection report, which was provided to you--

A Uh-huh.

Q -- and then the repair verification that said Emery Custer did this -- put the fan under. And you were aware of that; correct?

A Yes, we were.

Q Is there a reason that Laura knew something different than what you knew as far as the fan and the effectiveness of the repairs that were done under the house?

A What Laura knew that we didn't know -- that my wife and I didn't know when we closed this transaction, was that there was a May 16th and a June the 18th CL -- not CL-100, the one done in May was a moisture proposal. A moisture remediation proposal done by Stark.

And then June the 18th, what we got was -- what they got was a CL-100 that showed elevated moisture levels and wood-destroying fungi, wet conditions, standing water.

A Ed doesn't live in Litchfield Plantation. He lives in Georgetown.
Q Right. But he's a realtor and he gets around.
A You have to ask Ed that.
Q Yeah. And you didn't have a survey done on this house, did you?
A Yes, we did.
Q Did it reveal it was in a flood plain?
A It's not in a flood plain.
Q Not in a flood plain. Okay. So you don't even have to have flood insurance?
A I do, but we don't. I do. But you don't. They didn't.
Q I need to make sure I've got everything in exhibit 40, because I feel that maybe I don't. Exhibit 40 is the ABS.
A Uh-huh.
Q When I count it, down at the bottom, it starts with 249 and ends with 257. Is that what you've got?
A 249. Ends at 257.
Q Okay.
A I don't think anything is missing. Let's see.
Q Good. I've got it all.
A Okay.
Q So if you had found out about the -- what we've

all being been calling the first Stark report graph and the encapsulation proposal, you would not have bought this house?

A Probably not. And I say probably only because -- no, I don't think we would have bought this house.

Q Okay. Because one thing it told you, that there were moisture issues. And it revealed that.

A [Nodding.]

Q That's a yes? You've got to--

A Yes.

Q Okay. But he got it wrong too; right? He didn't tell you all the things you needed to do on this house?

A No, he didn't get it wrong. He only was looking at one part of the issue. The engineer came back and said this won't solve the total problem. This is only part of the solution. And I don't like this particular encapsulation method.

Q But if you'd seen it, you probably wouldn't of bought the house?

A Probably not.

Q And if you didn't buy the house, you wouldn't of ever had to deal with anything to do with Lane's?

A That's true.

Q If you had seen -- well, you did see all the inspection -- home inspector's report?

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Jacqueline Onions
March 26, 2019

Holly Hiott O'Quinn, RPR -- LMOC, Inc.
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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Jacqueline Onions
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Tuesday, March 26, 2019 and Wednesday, March 27, 2019

TIME: 3:40 p.m. and 10:40 a.m.

REPORTER: Holly Hiott O'Quinn, RPR

LOCATION: Oxner & Stacy, PA
235 Church Street/Highway 17
Georgetown, SC 29442

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A P P E A R A N C E S

For Plaintiffs: R. Isaac K. Isaac	Bellamy, Rutenberg, Copeland, Epps Gravely & Bowers, PA By: George W. Redman, III, Esq. 1000 29th Avenue North (29577) Post Office Box 357 Myrtle Beach, SC 29578-0357 (843) 448-2400
For Defendants: T. Onions J. Onions	Oxner & Stacy, PA By: Harry A. Oxner, Esq. 235 Church Street/Highway 17 Post Office Box 481 Georgetown, SC 29442 (843) 527-8020
For Defendant: Kopchynski	Earhart Overstreet, Attorneys at Law By: Steven R. Kropski, Esq. 878 Whipple Road, Suite 200 Post Office Box 22528 Mt. Pleasant, SC 29464 (843) 972-9400
For Defendant: Lane's	Kernodle Root & Coleman By: Trent M. Kernodle, Esq. 914 Folly Road, Suite 2 Post Office Box 13897 Charleston, SC 29422-3897 (843) 795-7800
Also Present:	Rory Isaac Kimberly Isaac Thomas Onions

approvals that were sought to do that, that was all your husband?

A All my husband, yes.

Q Okay. The -- when you went to sell the property and you were going to hire Mrs. Kopchynski, were you involved in filling out the disclosure, South Carolina disclosure form, which is Exhibit 4 and 15? Were you involved in that?

A I was sitting there. But honestly, I left that up to Tim. We have sold and bought so many homes that I knew he knew what to do, and I just left that in his hands.

Q Okay. And all the checkmarks are his?

A Yes.

Q Okay. And you didn't read any of the questions and check behind him to see if he got it right?

A No, because he's my husband. I trust him.

Q Okay. And the signature on this page and the initials on all the initial spaces, those are yours?

A Yes.

Q Okay. So all the -- have you ever filled one out before, South Carolina Residential Disclosure Form?

A Well, my husband has. I've just sat next to him while he's done it.

A It seemed to go well. But...
Q What did he do?
A I don't know. I wasn't with him. I didn't follow him.
Q Okay. What did he say when he introduced himself?
A That he is from Lane's and he is the manager who comes out and services and does the CL-100s. And we walked around the house and made small chatter, and that was it.
Q So you walked around the house, inside the house with him?
A Well, I was moving my dogs. I wasn't following him, I just left him alone to do his work. So we just kind of like moved in the same area and I'm grabbing my -- I have a big Golden Retriever who loves to jump on you. So...
Q Okay. Did you husband speak -- your husband was home at that time, right?
A Yes.
Q Did he speak with Joseph at all?
A I think just to introduce himself again. And probably when he left, we both spoke with him. And I'm trying to remember the conversation, to be honest with you.

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Thomas C. Onions
March 26, 2019

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Thomas C. Onions
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Tuesday, March 26, 2019

TIME: 9:01 a.m.

REPORTER: Holly Hiott O'Quinn, RPR

LOCATION: Oxner & Stacy, PA
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Georgetown, SC 29442

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A P P E A R A N C E S

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For Defendants: T. Onions J. Onions	Oxner & Stacy, PA By: Harry A. Oxner, Esq. 235 Church Street/Highway 17 Post Office Box 481 Georgetown, SC 29442 (843) 527-8020
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For Defendant: Lane's	Kernodle Root & Coleman By: Trent M. Kernodle, Esq. 914 Folly Road, Suite 2 Post Office Box 13897 Charleston, SC 29422-3897 (843) 795-7800
Also Present:	Rory Isaac Kimberly Isaac Jacqueline Onions

A I always loved the house when it was an office, when it was the real estate office. And it was smaller than 84 Spreading Oak. And it was at the time bank owned, so I was able to purchase it from the bank and then hire an engineering company to come in and do all the necessary renovations or whatever it needed.

Q Okay. So if I'm getting the time line right, the time that you bought the -- can I just call it the Live Oak property? Is that fair?

A Sure.

Q When you bought that is when you started with the board of governors with the plantation? Or were you already on the board?

A It might have been around that -- probably was around that time. I don't recall exactly.

Q Were you familiar with the house or the structure when you were on the board, or how did you first become familiar with it?

A The house being 24 Avenue of Live Oaks?

Q Uh-huh.

A Oh, I was familiar with it from the time we first moved in. It was the real estate office where -- that was always there.

Q So you were familiar with it since you moved into the plantation in 2007, 2008?

about any problems in the crawl space other than the beam that needed to be installed?

A No, not at all.

Q Okay. And the beam that was being supplemented, it wasn't being supplemented because it had weakened?

A No. No, not at all.

Q Okay. And did the property at 24 Avenue of Live Oaks have any drainage issues while you lived there?

A The house never had any drainage issues whatsoever. The land around the house, we started having some drainage issues, if you want to call that, when we had a heavy -- when we had either a hurricane or a significant heavy rain event. And so in response to that, I installed a pump out by the drainage ditch on the plantation property.

Q And the drainage issues happened. How many occurrences did you have where drainage was an issue?

A We had probably two occurrences where the driveway flooded because the drainage ditch overflowed. And one was a hurricane. One was just like Nikki Haley's hundred-year rain, or whatever she called it. And that is what promoted me to correct the issue and put in a pump.

Q Okay. So in the four years, you had two occurrences where the driveway flooded. Is that what your testimony is?

A Prior to my putting in the pump.

Q Okay.

A That is what promoted me to put in the pump. Then after I put in the pump, we had another rain issue, the pump pumped it out. So it worked. It corrected the problem.

Q Okay. So going back to the -- when were the pumps installed approximately? Was it after Hurricane Florence or Hurricane --

A Matthew, I think.

Q Matthew. Was that -- that would have been October of 2016?

A I don't know the exact date.

Q But it was after Matthew?

A Yes.

Q Okay. And that's -- how long after Matthew did you -- were the pumps installed?

A Probably immediately after.

Q Within a month or two?

A Likely.

Q Okay. And there were two pumps installed?

A I put the one in first out by Tuckers Road.

And then I had a smaller pump in the garage. And I decided to dig a sump hole and drop it in behind the garage.

Q That was later?

A It probably was right around the same time. But I occasionally would -- you know, again, in addition to the water in the driveway by Tuckers Road, I would get some standing water behind the garage. And it's a mosquito haven. So I said, well, I'm going to put a pump in here and get rid of the standing water there after a -- with the flood-type-thing event or heavy rain event.

Q Okay. And so let's go back to before the pumps were installed in that time frame. There were two occasions where the driveway flooded. And I assume there would have been standing water behind the garage area that you were talking about also. It was the same every time?

A At some point and time, I noticed the water behind the garage probably right after Matthew when I was putting the other pump in. And I said, well, I'll drop a pump in here, because it wasn't much but it was enough that I figured it was a good place for the pump.

Q While we're looking at water on the property, might as well put one on that side also?

A Right.

Q Okay. Now, it's your testimony that that water was in the driveway and in the yards but that it didn't go under the house?

A Absolutely correct.

Q Okay. Did you go under the house and look at it and see that it was dry under the house? Or how did you know that?

A I did not crawl under the house, but the water didn't come up to the house.

Q Okay.

A On the left side of the house, the ground was always soggy because the ground was low. It was always just damp on the left side as you faced the house. I mean, it never prevented you from cutting the lawn. You didn't sink into it or anything. It's just the ground was always damp. But that's -- we didn't have water getting near the house. It just flooded the end of the driveway by Tuckers Road and the ditch that's outside the property on the plantation.

Q Okay. When you looked at it, the water physically stopped before it got to the house; is that what you're saying?

A Yes.

Q Okay. But the ground over there was always

CL then. And then eventually it passed another CL that there was no moisture problem.

Q Okay. Now, you said Emery Custer said he can do everything on that list. Is that what you said? I don't want to repeat what you said wrong.

A Yes.

Q Okay. What list were you talking about?

A The list of recommendations made by the home inspector, the Cornerstone.

Q Okay. And is Mr. Custer a crawl space specialty contractor?

A He's a licensed state and Georgetown County general contractor. That's all I know.

Q Okay. Did you show him the Stark report?

A No. I showed him the home inspection report.

Q Okay. Did he come to a conclusion as to what caused the issues in the crawl space?

MR. KROPSKI: Objection to the form.

THE WITNESS: The debris being under there that he had to clean out. I don't know. The -- part of the moisture barrier not being present, so he needed to replace it. I don't know if he formed a conclusion. I don't know.

BY MR. REDMAN:

Q Okay. And do you remember how much Emery

A This is May 15th.

Q Okay. That's right. Okay. So it's right close in time. Thank you. So maybe it was so close in time that you didn't have Stark's report at the time you received this e-mail?

A That's right.

Q Okay. So but at no time did you provide the Coles with the Stark report after you got it?

A No, I had no communication with the Coles.

Q Do you know whether anybody else provided the Coles with the Stark report?

A I have no knowledge of that.

Q Okay.

MR. REDMAN: Exhibit 9.

(WHEREUPON, Plaintiffs' Exhibit No. 9 was marked for identification only.)

BY MR. REDMAN:

Q Here is an e-mail where your realtor is forwarding a repair verification form. And I will assert to you that Exhibit 9 has three documents to it. One of them, the first page, was pulled from your realtor's documents, Kopchynski 23. And the second two were pulled from the documents you provided, Onions 71 and Onions 72. Do you see that?

A Yes.

Q Did your realtor provide a list of repairs by -- a list of repairs made by Emery Custer?

A To?

Q Did she provide it to the Coles?

A Oh, I don't know.

Q Okay. Look at the second page of Exhibit 9. You can see it's marked Exhibit F at the top, Emery Custer. And the bottom it says Onions Exhibit 71. Do you see that?

A Yes.

Q Have you ever seen that before?

A Yes.

Q What is it?

A It's a list of the work that was completed in response to the Cornerstone inspection.

Q Okay. And who generated this? Who typed it up?

A I think actually, if I remember, Emery handwrote it out and then I typed it up.

Q Okay. So you typed this to show what Emery had written in his own handwriting that he had done?

A Yes.

Q Did you write exactly what he wrote, or does this as per home inspection report, is that how Emery speaks?

A No. I know I probably paraphrased it. I mean, he probably put down took care of electrical box covers in the attic.

Q Okay.

A Took care of the floor bracket on the toilet. And I paraphrased all that.

Q And this Number 8, installed new crawl space fan, number one, beneath residence to provide air flow and remove any dampness within the crawl space. You typed that up, right?

A Yes.

Q Do you remember what he wrote?

A Probably -- probably took care of the fan. I don't know. Installed the fan.

Q Okay. This fan, you've seen the fan that was put under there, right?

A I don't think I've actually -- I think I saw it when it was near the access door.

Q It's just a normal utility fan; isn't it?

A I didn't really get a good look. I just saw there was a fan -- there was one near the utility door. I don't know if it's still there. I think it was moved.

Q Do you know where he bought it?

A No.

difference in money. But it's not like he quoted me a price. I just told him do whatever needs to be done. When he was done, he gave me a bill. I paid it.

BY MR. REDMAN:

Q Okay. Did he see -- did you hand him the Cornerstone report and say, here, address these things? Or did you give him a list or did you give him the realtor's -- what did he get?

A I don't know. He somehow got a list of what to do, obviously, whether it was the Cornerstone report -- probably the Corner -- I don't know, I don't remember.

Q Okay. And we can talk to Emery on Thursday and maybe he'll remember. Okay.

Did Emery specifically tell you that the work he did would fix the cause of all the problems identified in the Cornerstone report?

A I'm sure Emery just did the best job that he could to get things done. That's what he does. He's just a worker. He's a drone. He -- you give him a job, he does the job. He does it well.

Q Fair enough. Thank you.

MR. REDMAN: Okay. I think we're up to Number 10, which is a big one.

numeral IX -- below Roman numeral IX.

A Uh-huh.

Q Okay. Do you recall adding that change to the disclosure report?

A See repair verification?

Q Uh-huh.

A Yes, that we repaired everything that was on the home inspection.

Q And that was a repair verification that we talked about earlier that you typed up for Emery Custer, right?

A Yes.

Q There's no mention of the Stark report. There's no mention of issues in the Lane's report, Lane's number one report; is that correct?

A Correct. Lane's report was there for a CL-100. Said it passed. That was our concern. It needs to pass.

Q I understand you say that he said it passed, but I'm talking about the report.

A So am I.

Q So the report which said -- had two yes marks, remember talking about that?

A The Lane's report?

Q Yes. The Lane's report with the yes

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Emery Custer
March 28, 2019

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STATE OF SOUTH CAROLINA	)IN THE COURT OF COMMON
COUNTY OF GEORGETOWN	)PLEAS
	)FIFTEENTH JUDICIAL CIRCUIT
	)CASE NO. 2018-CP-22-00956
RORY M. ISAAC AND KIMBERLY J. ISAAC, PLAINTIFFS, vs. THOMAS C. ONIONS, JACQUELINE ONIONS, LAURA KOPCHYNSKI AND LANE'S PROFESSIONAL PEST ELIMINATION, INC., DEFENDANTS.	)DEPOSITION OF: EMERY CUSTER

DATE: Thursday, March 28, 2019

TIME: 10:08 a.m.

LOCATION: Oxner & Stacy Law Firm
235 Church Street
Georgetown, South Carolina 29442

REPORTER: Michele Darling Neville, RPR

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A P P E A R A N C E S

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For Defendant: Laura Kopchynski	Earhart, Overstreet, LLC By: Steve Kropski, Esquire 878 Whipple Road Mount Pleasant, South Carolina 29464 Email: steve@earhartoverstreet.com.
For Defendant: Lane's Professional Pest Elimination, Inc.	Kernodle, Root & Coleman By: Trent Kernodle, Esquire 914 Folly Road Charleston, South Carolina 29412 Email: TKERNODLE@KERNODLELAW.COM.
Also Present:	Rory M. Isaac Kimberly J. Isaac

Q 2015. What caused you to -- what happened then?
A That's when we had the crash of the economy, I guess you'd say.
Q Okay. I think the crash happened a little bit before 2015 but--
A Yeah, it was like a year or two before.
Q Okay.
A Yes.
Q Okay. So the crash and business was not very good for a little while?
A No, not in the mountains.
Q Okay. So I should of asked where in Virginia you were working. It's a big state.
A In the Shenandoah Valley.
Q Is that Southwestern Virginia or is it--
A No, northeastern. Near Winchester, Harrisonburg.
Q Okay. That's where the Shenandoah Valley is?
A Yes, sir, it is the Shenandoah Valley.
Q Okay. And is that more of a rural area or--
A Yes. Oh, my, yes. Rural. Country. Mountains.
Q Okay. And so most of the -- what newspaper were you advertising in?
A The Northern Virginia Daily. And there was one in Manassas, Virginia I can't remember.
Q Okay. And that generated enough business to

A No, sir. I think the fan was put in a week or so after I cleaned it up.

Q Okay. So the first time you went out there, you did the cleanup and replaced the plastic and hung--

A Insulation.

Q Okay. Did you hang new insulation or you took the insulation that was there and pushed it back up and hung it?

A I pushed some back up and there was four or five pieces of new insulation.

Q How did you decide whether to get new insulation or push it back up?

A Because it was missing.

Q Okay. Wherever it was missing, you got new?

A Yes.

Q Okay. And wherever it was hanging, you--

A Just pushed it back up with rods.

Q Okay. And how do you secure it?

A Insulation rods. Rods of metal. Flexible like coat hangers. You just stick them up in there to the board. They gouge into the wood on each side.

Q Okay. How wide are the -- what would you call them, the trusses on the bottom or--

A I think there was two foot. Sixteen inches or two foot. I can't remember for sure.

Q And you would get little pieces of metal that are

about that wide and poke them in the--
A Well, they sell them for that purpose, yes.
Q Okay. And were -- okay. When you were there replacing the plastic and handling the insulation, did you notice any conditions in the crawl space?
A No, sir.
Q Okay. If it was wet or dry, you didn't notice?
A It wasn't wet. I mean, I would of noticed that, I think.
Q Okay. Was it damp?
A No, sir.
Q Humid?
A No. Just no airflow.
Q Just no airflow. Okay. Did you notice any discoloration of any wood?
A No, sir.
Q Okay. Did you notice any spots of any type of anything on any wood anywhere?
A No, sir.
Q Okay. Was there any discoloration of the wood where you pushed the insulation back up?
A No, sir.
Q Did you make a note of where you pushed the insulation back up?
A No, sir.

Q Okay. Did you see any reports that said there were problem areas in the crawl space?

A No, sir.

Q You're sure you didn't see any reports?

A No, sir, I'm positive.

Q Okay. Okay. And so those three things were done. Okay. You don't have insulation here on the list. But it would be -- it would be on the same time you put plastic?

A Yes, sir.

Q So the first -- under the work done without Thomas Onions, on exhibit 36, you did the replaced missing pieces of plastic under the house, and then the third item, removed small pieces of duct from under the house left by previously people?

A Yes.

Q And the insulation work all on the same day?

A Yes. I forgot to list the insulation.

Q Okay. No problem. And that's it? It took one day?

A No, sir. I went in -- if I remember correctly, I went and I did the insulation. And then I went back with plastic because I didn't have plastic with me.

Q Okay. So over two days?

A Yeah. Three days, actually. The fan was the third day.

A It's supposed to be.
Q Yeah. We'll all agree that that covers you. And then the next page, page ten, is a South Carolina license you were talking about?
A Yes.
Q And this says right here, South Carolina Residential Builders Commission. This card does not allow this individual to build a home/addition; right?
A Yes.
Q And then next it says: Issues a specialty contractor registration to Emery Custer.
A Yes.
Q And the word only, in all capital, only the following classifications--
A Yes.
Q -- of; and then that's the three that you listed earlier?
A Yes, sir. I thought it was four.
Q Well, one of them is. One's vinyl and aluminum siding and carpentry and roofing.
A Yes.
Q And you're licensed to do that work, and it seems to be the state has licensed you -- it emphasizes only there; right?
A Yes.

Q Okay. And it specifically points out that you're not allowed to -- under this license, to build a home or build an addition to the home; right?

A No, sir. No. Because if I do a complete addition, I have to have a different license.

Q Okay. Understood.

A Yes.

Q Okay. And the bottom -- and the middle -- puts the limit on this up to -- work up to 5,000.

A Yes.

Q And if you want more, you have to put a bond--

A Yes, sir.

Q Okay. Have you ever put a bond up?

A Never did a job over 5,000 since I been here.

Q Okay.

A My intentions when I come here was to basically do just small stuff.

Q Okay. Handyman-type work?

A Yes. Yeah, because it was just basically tired of everything else.

Q What do you mean by everything else?

A In Virginia I did additions and stuff. And it just -- you just get burned out.

Q A lot of the administrative stuff that goes along with it or--

A No, sir.

MR. KROPSKI: Object to the form.

BY MR. REDMAN:

Q Do you -- have you heard of crawl space specialty companies?

A I've seen the advertisement. I've not heard anything about them, no.

Q Okay. So you don't know whether that's just a name people give themselves or a area of work or a specific license?

A I think they specialize in crawl spaces. I want to say encapsulations is what I've seen.

MR. OXNER: Can we take a break here--

THE WITNESS: I think--

MR. OXNER: I'm sorry.

BY MR. REDMAN:

Q Yeah, let's have you finish this.

A I think there's one pickup truck riding around and his it on his tailgate. And I think that's the biggest advertisement I've seen for it.

Q Crawl space specialty?

A I think so. It's on the tailgate of his pickup truck.

Q Okay. And your understanding of a crawl space specialist would be he does a lot of work in the crawl

space, and is specifically to do what?

A I don't know what they do. I mean, I assume they do anything that's involved with the crawl space. Probably the insulation and stuff. Plastic. I would assume would be their specialty.

Q And you've heard of encapsulation--

A Yes.

Q Have you ever--

A I've actually seen encapsulations.

Q Have you ever done work on one or--

A No, sir. Been in one; did fix a leaky plumbing pipe.

Q Okay.

A In Tuckers Woods.

Q Was that a full encapsulation? Partial encapsulation?

A I don't know. I'm assuming it was full. There was a dehumidifier under there.

Q Okay.

A So I can assume it was full. I can't say it was.

Q Okay. Any other experience with an encapsulation system other than that?

A No, sir.

Q Okay.

MR. OXNER: Take a break?

house. We talked about that; right?
A Yes.
Q Okay. Would this have been all of the work that you did, you know, for the couple weeks prior to May 24th?
A Yeah.
Q Okay.
A Yes.
Q And sometimes do you do small tasks and you've got a list and maybe one or two small tasks might be left out but--
A Possibly, yes.
Q Okay. But this generally--
A Yeah, I wouldn't -- yes.
Q Okay. And would this have been the only paperwork that you would of generated?
A Yes, for that, yes. I mean, there -- I don't see where it would of required anything else.
Q Okay. And -- all right. Let me move on to another document.
[Plaintiff's Exhibit Number 38 was marked for identification.]
BY MR. REDMAN:
Q Exhibit 38. I'm going to hand that to you and tell me if you've ever seen that before.
A I assume that's when I showed up here, yes.

Q What does that mean, when you showed up here?
A He showed it to me when I come in the door.
Q And Mr. Oxner?
A Yes, Mr. Oxner.
Q And he showed it to you today?
A Yes.
Q And when did you get here to Mr. Oxner's office today?
A Ten till ten. Ten minutes early.
Q Okay. And you had a discussion with him about this document?
A Yes. He asked me if I had seen it.
Q Okay. Did he ask you anything else?
A No, sir. Oh, he asked me if I recognized the stuff on the list.
Q Okay. Anything else he asked you?
A No, that's it.
Q Okay. And -- well, let me ask you -- again, you had not -- did you just say you had not seen that before--
A Not until today.
Q Today is the first day you've seen this document?
A Yes, sir.
Q Okay. And what was your reaction when you saw this for the first time today?
A The first one I do not remember doing. Can't say

I didn't do it but--

Q I'm general -- I'm saying -- I'm not looking at any specific item on here.

A Oh.

Q What was your reaction when you saw--

A There was no reaction.

Q This is your letterhead or your name on the top?

A No, this is not my -- it's my name, but it's not my letterhead. I didn't type this up.

Q Okay.

A It's probably spelled too correct.

Q Okay. So did it strike you as peculiar why a lawyer asked you as soon as you get in whether you've seen this document before?

A No, sir.

Q It didn't strike you one way or the other? Okay. But you haven't seen it--

A No.

Q -- and you were asked to go through it item by item to see if you recall--

A Yes.

Q -- this scope of work?

A Yes.

Q Okay. And let's do that -- go through this task right now.

In The Matter Of:

Rory M. Isaac and Kimberly J. Isaac v.
Thomas C. Onions, Jacqueline Onions et al

Joseph Sheheen
June 12, 2019

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF GEORGETOWN	)	
Rory M. Isaac and Kimberly J. Isaac,	)	CASE NO.: 2018-CP-22-00956
	)	
	)	DEPOSITION OF:
Plaintiffs,	)	Joseph Sheheen
	)	
vs.	)	
	)	
Thomas C. Onions, Jacqueline Onions, Laura Kopchynski, and Lane's Professional Pest Elimination, Inc.,	)	
	)	
Defendants.	)	

DATE: Wednesday, June 12, 2019

TIME: 10:03 a.m.

REPORTER: Holly Hiott O'Quinn, RPR

LOCATION: Oxner & Stacy, PA
235 Church Street/Highway 17
Georgetown, SC 29442

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Also Present:

Rory Isaac
Kimberly Isaac
Michael Coffey

A Yes.
Q Okay. And there's no date on the front page?
A No.
Q It says it's for the Onionses at 32 Avenue Of Live Oaks, correct?
A Correct.
Q And then the second page has got the 32 Avenue Of Live Oaks crossed out and the correct address on there, correct?
A Correct.
Q This is an office sheet, it looks like, page 11.
A Yes, it is.
Q Okay. And it looks like it was requesting an estimate for Jim and Jackie Onions.
A Yes.
Q Okay. Did you know the Onionses?
A I don't -- I didn't know them until I went in June.
Q Okay.
A I may have heard of them, because we did do their pest service.
Q How many times did you do their pest service?
A To my recollection, only once.
Q Okay. And to your knowledge, Lane's produced

all the records of -- there would be a record every time somebody goes out there to apply the pesticide, correct?

A Yes.

Q And to your knowledge, Lane's has produced all of the records related to this property?

A Produced for?

Q And sent over to us in this lawsuit.

A I don't know.

Q Okay. We can ask Mike in a few minutes if -- what he knows about that too.

A Okay.

Q Okay. So do you know a Jim Onions?

A Would that be the husband?

Q I'm asking --

A Jim Onions? I don't know.

Q So you doesn't know if Jim is the right name or not?

A I do not.

Q Okay. And the first and third -- I'll represent to you this is the order the papers were given to us. So it looks like the first and the last page go together, and the second page is something the office generated. Would that be reasonable to --

A Yes.

Q Okay. So you're familiar with this waiver form?

A Yes.

Q Okay. And does that change your testimony as far as number 1? If you're going to do just a portion of a property, is there a form required by the state that you get filled out?

A Well, we're treating an addition after the house is already built.

Q Well, that's not what number 1 says; is it? It says the property.

A Right.

Q It doesn't say --

A Which is misleading.

Q Correct. And so if you were just going to treat a portion of the property, a waiver form should have been obtained, correct?

MR. KOZICK: Object to the form.

THE WITNESS: Not to my knowledge.

BY MR. REDMAN:

Q Okay. So treating portion -- a portion of the property is a standard treatment or not?

A If we're treating an addition on an existing house, yes.

Q Okay. That's not my question. I understand

A Yes.

Q Okay. And at the top of Exhibit 58, it says that this is -- it references rules and regulations for the enforcement of the South Carolina Pesticide Control Act, Clemson University Department of Pesticide Regulation; is that correct?

A That's what it says.

Q Okay. And at the bottom here of the signature right here, can you look at that and see who is supposed to sign it?

A Yes, the property owner.

Q Okay. So it's not the technician?

A Right.

Q The property owner has to waive the standard?

A Well, the technician does sign the top of it.

Q Sure.

A So I was -- yes.

Q Okay. But the waiver comes from -- is this to protect the homeowners so that they know that something nonstandard is being done or requested?

A Yes.

Q Okay. And that's -- the purpose of this form is so that what you're doing as far as applying pesticides won't be misleading, correct?

A Correct.

A Yeah.
Q Okay. And is this your drawing for the Onions residence at 24 Avenue Of Live Oaks?
A Yes.
Q Okay. And moisture conditions -- and this wasn't provided -- this isn't part of the report that's provided; isn't that correct?
A To the person that requested it?
Q Yes.
A No, it was not.
Q Okay. So on this, it shows an outline of the house. And under moisture conditions, it says floor joist throughout crawl 20 to 25 percent.
A Right.
Q Okay. Is there anywhere on this graph where it shows that condition exists?
A That shows where it is?
Q Yeah, where that condition exists.
A Right. No.
Q Okay. And how many samples did you take in the crawlspace that day?
A Usually --
Q And by samples, I mean -- that was poorly stated.
A Readings.

Q How many moisture meter readings did you take on that date for that inspection?
A I don't usually count. But usually it's -- like I said, it's around ten. Sometimes it might be more than that.
Q Or a house -- this is a house that's a little bigger than normal or about average?
A Yeah, I mean, it could be on the bigger side.
Q So you think it, on average, would be --
A It's not a huge crawlspace, but --
Q Right. So do you have any idea how many moisture readings you took?
A I don't count them. About -- I mean, like I said, 10 or 15 throughout.
Q Sure. But there's no written record of that anywhere?
A No.
Q It's certainly not on this page; is it?
A Yeah, I don't usually do that --
Q Don't do what?
A -- on my report.
Q You don't document where you find moisture?
A No, I do, but the quantity I don't.
Q Okay. So where was the excessive -- the 20 to 25 percent is excessive moisture, right?

A Yes, it's considered excessive moisture.
Q And we noted that it could be an issue and that somebody might call and say, what are you talking about?
A (Witness nods head.)
Q So where in this crawlspace was the excessive moisture condition?
A It was all throughout the whole crawlspace.
Q Just everywhere you went --
A Uh-huh.
Q -- it was an even 20 to 25 percent in the wood?
A Yeah, just random, you know, throughout the entire crawlspace.
Q Everywhere?
A (Witness nods head.)
Q Okay. And what about drill holes, where were those?
A I don't recall.
Q And this graph doesn't show?
A And again, I don't put that on the graph.
Q Okay.
A On the report, you know, on my work.
Q Okay. Did you go back and look at company records to see what Lane's had done for this residence

she did.
BY MR. REDMAN:
Q You don't know how number 1 came to say what it says on Exhibit 55; do you?
A No.
Q Okay. So --
A I mean, if I can -- I think that it's, like I said before, the pretreat. And I don't -- that's just what I think.
Q Okay. And we have deduced that indicating that this is misleading --
A Right.
MR. KOZICK: Object to the form.
BY MR. REDMAN:
Q So the moisture readings of 20 to 25 percent, was that accurate that day?
A Yes.
Q The moisture reader was working?
A Yes.
Q Do you have to calibrate those things?
A We don't.
Q Okay. Are you supposed to calibrate those things?
A It resets at zero.
Q Okay.

MR. KOZICK: Object to the form.
BY MR. REDMAN:
Q To your understanding.
A I would surmise that that means we only do the pest.
Q Okay. And that was the first time you had done the pest for that property, right?
A It's the first time I did.
Q Okay.
A The -- personally.
Q If somebody else did it, you wouldn't know?
A Well, I wasn't out there to do the initial treatment, so I assumed that I wasn't -- it wasn't the first time we were doing it.
Q But we went through all the records here today and we didn't see any other records of pest control.
A Of pest?
Q Yes.
A No, I didn't see any other records of pest, but we would have those.
Q Okay. And they might exist, it might be that we just didn't get them?
A Well, that's what I'm -- because I didn't get this together.

Q Right. So that's what you're surmising is there are other records out there that we don't have yet perhaps?

A Perhaps.

Q That would be something to ask whoever went and gathered the documents, right?

A Right.

Q Okay. And is there anything about Exhibit 55 that we didn't cover?

A Not to my knowledge.

(WHEREUPON, Plaintiff's Exhibit No. 56 was marked for identification only.)

BY MR. REDMAN:

Q Let's move on. Go next to Exhibit 56. And this is Exhibit -- the first two pages are what we looked at after the e-mail on Exhibit 17 earlier today. Do you remember that? The first three pages were an e-mail, and then the last two pages were the CL100 from July?

A Yes.

Q Okay. So it's the same but it's got a few more pages to it. And it's got Lane's Pest number 22 through 28, all the pages are in there. And this is Exhibit 56, right?

A Fifty-six.

CL100. I don't know what happens after I leave there and do my report.

Q Okay.

A You know, when I say that, I mean between the parties that are involved in it.

Q In it?

A In the sell.

Q Of the house?

A Of the house.

Q And you said when you -- the first time you were there, you know that Jackie Onion, Ms. Onions, was there but you don't know if anybody else was there?

A Right.

Q And you don't recall what you talked about in June?

A Actually, I'm getting -- now that you say it that way, the husband was there on one of the inspections. And I guess he was there on the first one, because I discussed the moisture and the fan.

Q Okay. Was a fan there?

A I do not remember a fan there.

Q Okay. I'm having trouble understanding.

A Okay.

Q You said earlier you didn't believe the fan was there in June. And you just said that Tim was

there for the first inspection in June and you talked about the moisture and the fan.

A Right. I mean, the -- discussed a fan with him, about installing a fan.

Q Okay. Tell me what -- did you talk to -- who was there during that discussion?

A I guess it was, from my memory, Mr. and Mrs. Onions.

Q Okay. Was there two people there? Was the realtor there?

A And I'm kind of -- excuse me, I'm getting the two mixed up a little bit.

Q Okay.

A But, yes, in June they were both there.

Q Just two people? Was there a --

A From what I remember, it was just Mr. and Mrs. Onions.

Q Okay. Do you ever remember more than two people being there?

A I don't. I would say there was -- I mean, to my recollection, there was not. It was just the two.

Q On both times?

A To my recollection.

Q You have to say yes or no. Were both of them there on both inspections in June and July?

nature of it.

Q What would the summertime typical range be?

A I'd say from 12 -- depends on the crawlspace, 12 to on up, 28 percent and above.

Q Well, above 20 isn't -- we talked about that. That's going to be an issue for somebody, right, excessive?

A Well, yeah, not as much of an issue as it would be if it was 28 and above.

Q Understood. Understood. Understood.

A Because -- well, we've already discussed that. It's inactive.

Q So 12 to 20, we're in the normal summertime range for Georgetown?

MR. KROPSKI: Object to the form.

THE WITNESS: I don't categorize moisture readings by region.

BY MR. REDMAN:

Q Okay. Typical summertime readings where you work in the summer?

A Typical summertime moisture readings, like I said, probably I would say it's going to usually be above 12 and to, you know, 25, 26. Sometimes in a bad situation, it could be more than that. I've seen -- I've seen 28, 40, 60. I mean, that's not as common.

Q Right. And I'm talking about a house without excessive moisture from any of the issues that can create it. Just a house that's doing fine out there, a normal --

A With no apparent --

Q Yeah.

MR. KOZICK: Object to the form.

BY MR. REDMAN:

Q Just a normal range for a house that doesn't have any issues.

A You know, I've never --

Q If you have excessive moisture, that's an issue. Is that an issue that needs correcting?

A When you say excessive moisture, are you talking about readings that are above 20 percent but below 28?

Q That's what the form describes as excessive, 20 and above, right?

A Right.

Q And if you have 20 and above, is that a situation that needs correction?

A Yes.

Q Okay. But summertime, usually above 12?

A If you're talking about a house with no encapsulation, just a regular crawlspace with a regular

vapor barrier, you know, you could find, I'm sure, some that are around 12.

Q Okay. All right.

A Some, you know -- like I said, I mean, it -- it's not that easy for me to --

Q Generalize?

A To tell you, to give you, you know, a certain range in the summertime, because it can go from -- it can go off the charts.

Q Understood. Let's look at 56. And this is the July report. And Exhibit 56 we've already talked about is all related to the July report, correct?

A Yes.

Q Okay. And this one --

THE WITNESS: Can I get some water? Time for some more water.

MR. REDMAN: Sure. Do you want to take a short break?

THE WITNESS: Yeah, that would be good.

(Off the record 1:15 p.m.)

(On the record 1:21 p.m.)

BY MR. REDMAN:

Q All right. Joseph, we were talking about Exhibit 56. Have you had a chance to look through Exhibit 56?

Q Okay. And that's at Friday at 5:00. Friday the 13th at 5:00?

A Right.

Q Okay. And do you recall when you got off the phone with Wendy in relation to her signing this form and sending it via e-mail?

A No, I do not.

Q Okay. And you didn't see it before she signed it and sent it off?

A No.

Q Okay. When is the first time you went back and looked at the contents of the July 11 report?

A I do not recall.

Q Was it after litigation?

A Probably.

Q Okay. And you'll see on the signature page, page 2 again --

A Uh-huh, 23?

Q Yes.

A The Lane's, okay.

Q Okay. It says, license number of person signing this report. Do you see that on the bottom to the left of your signature?

A Oh, yes.

Q It says Brent Cole. Do you know Brent Cole?

A Yeah.
Q Who is Brent Cole?
A Well, he used to be a technician there.
Q So when did he stop working there?
A I don't remember.
Q Was it before --
A It was before that.
Q So Brent Cole wasn't even working at the company when this report was signed?
A Right.
Q It was signed by Wendy with your permission?
A My permission.
Q And do you -- when you told them to sign it with your permission, do you tell them how to sign it? Or do they ask, how do I sign your name with permission?
A No.
Q Okay. They just are to sign your name and that's it, not this is Wendy, I'm signing it for Joseph with his authorization?
A Right.
Q There's none of that there?
A Right.
Q And none of that information is conveyed according to -- as far as anyone who receives this

report or looks at this report, they are not going to know that it isn't your signature on there, right?

A Right.

Q And they're relying on this report for very important reasons; are they not?

A Right.

Q Okay. And you understand that this report is extremely important to the people you're sending it to, correct?

A Yes.

Q And they are relying on it?

A Uh-huh.

Q You have to say yes or no.

A Yes.

Q And that if this report is inaccurate or wrong or misleading, it could financially hurt those people relying on it; couldn't it?

MR. KOZICK: Object to the form.

THE WITNESS: I guess it possibly could.

BY MR. REDMAN:

Q Yes. And you'll agree, in the middle of page 2, which is page 23 right here, it says additional pages are attached. It's checked no, right?

A Uh-huh.

Q So it's your understanding that the first two

on 24 Avenue Of Live Oaks?

A Yes.

Q Okay. This report is just wrong?

MR. KOZICK: Object to the form.

THE WITNESS: You're being general? You're generalizing and saying the whole report is wrong?

BY MR. REDMAN

Q Well, no. No, I'm not.

A Okay.

Q I'm saying that the fact that you have it marked inaccessible areas states that it's built on a slab, that is --

A That's wrong.

Q That's absolutely wrong; isn't it?

A Yeah.

Q Okay.

A The things that you have pointed out on this report, those specific things are wrong. It's not on a slab. It's not Brent Cole.

Q That's not your signature, correct?

A Right.

Q And then we have the same statement from -- that we had in the other report, in the June report, Exhibit 55. Right below that is number 2, there is evidence of a prior subterranean termite treatment.

box beside number 2 is not checked, correct?

A Correct.

Q And we talked about that earlier, that a perspective purchaser is going to look at that and he could -- that would be misleading to him because he's not going to see that this treatment in October only applied to 39 linear square feet and not the entire residence, correct?

A We did talk about that. Yes.

Q You and I talked about that?

A Yeah, we did.

Q And that was our conclusion that that was going to be misleading to whoever looked at this?

MR. KOZICK: Object to the form.

BY MR. REDMAN:

Q Is that what we said earlier?

A I believe that's what we discussed.

Q And that was the conclusion we came to together?

MR. KOZICK: Object to the form.

THE WITNESS: Yes.

BY MR. REDMAN:

Q Okay. And so your testimony as to Exhibit 55 on that section of the form would be the same as your testimony for the same part of the form, the bottom

Q Did you -- go ahead; I'm sorry.
A It's usually probably in the range of 10, 15, 20.
Q Uh-huh. And -- but you don't remember, but that's what you normally do, so that's what your testimony is you did in July?
A Yes. I do -- when I go in a crawlspace, that's what I do every time.
Q Did you take it in --
A That range of --
Q Do you know where you took those readings?
A Just in a good representation of the crawlspace.
Q Okay.
A North, south, east, west, center.
Q And we have -- the graph is page 28, right?
A Yes.
Q Okay. And there's -- did you draw this graph?
A Yeah, I did.
Q When did you draw it?
A That would have been the day that I was there.
Q Okay. And -- well, it doesn't have any damage, any -- it doesn't have any notes under anything

on the bottom, correct?
A Yes. No, it doesn't.
Q And there is no indication where you took any moisture readings on this graph; are there?
A No.
Q No, there are no markings for moisture readings, correct?
A Correct.
Q And there's no indication of any drill holes anywhere; is that correct?
A That I notated on the graph?
Q Yes.
A Correct.
Q Okay. There's no indication of a fan being installed anywhere; is there?
A Not on the graph. No, there's no indication.
Q There's no indication anywhere in this exhibit, is there, that there's a fan?
A No.
Q There's no indication that three weeks ago you recommended a fan to help reduced the moisture anywhere on this --
A No, that was just verbal.
Q That was a verbal recommendation, but it doesn't show up in this report that the Isaacs are

A What are they?
Q What are they, yes.
A Eight to 18 percent.
Q Okay. And this is a normal crawlspace. It's not encapsulated. It's just a normal open air crawlspace, correct?
A Yeah, with a vapor barrier covering 75 percent of it.
Q Okay. But there's a fan down there too; wasn't there?
A Uh-huh. Yes, there was a fan in July.
Q Was it running?
A I remember it to be running.
Q Okay. Did you do anything with it?
A It seems like -- I'm just going by my recollection, but it was in the crawlspace door. I can't remember if it was built into the door, but I had to swing it to get in to the side.
Q Okay. And it was running?
A To my recollection, it was running.
Q Okay. Where in the building was the moisture reading 8 percent? I mean, that's the bottom range that's on this report, right?
A Yeah. I don't know. Again, those were random moisture readings throughout the crawlspace.

Q Okay. But you don't recall where that would have been at all; do you?

A I don't.

Q Do you recall anything other than you had to push the fan that you recommended to fix excessive moisture conditions out of the way in connection with that inspection of the crawlspace?

A Just that I took random readings throughout the crawlspace. And again, it's a visual inspection. I didn't see anything else that would need to be written down on the report.

Q And you're saying that your testimony earlier as to 3B was nonactive wood-destroying fungi, 3B. You didn't see that to begin with, because that's inside wood?

A Right.

Q Okay. And so that since the moisture readings that you put down are 8 to 18 percent -- or excuse me, that you told Wendy to put down of 8 to 18 percent, then that automatically dictates that 3B is a no?

A Right.

Q Okay. So the -- it's your testimony that nonactive wood-destroying fungi that was in the wood two and a half, three weeks ago disappeared because the

moisture readings went under 20 percent?

MR. KOZICK: Object to the form.

THE WITNESS: Absolutely, yes.

BY MR. REDMAN:

Q Okay. It just goes away when moisture goes below 20?

A Yes.

Q Okay.

A It's -- the state standards say that that's how you have to report it. If it's below 20 percent, then it's good. It's not -- there's no -- it's not present. Those are the guidelines that I have to go by.

Q Okay. I'm just -- okay.

A No, I understand.

Q No, no, we'll just leave it. That's your testimony. We'll leave it there.

A Okay.

Q Do you know the closing attorney, Sean Phelan? Do you know him?

A No.

Q Okay. You wouldn't -- you're not the person conveying the reports to him or --

A No.

Q He's never called you to say anything about

Mrs. Onions before you went and did that, or did you go take off your over -- or coveralls and then go talk to them?

A At the end.

Q Okay. Did you go back in the house to speak with them or you speak to them outside?

A I can't remember. I don't recall that.

Q Do you normally go back after you take off your protective gear to talk to the homeowners?

A Yes, if they're there and they ordered the report.

Q Did they order this one?

A I believe their -- from what I see, I think their real estate guy did.

Q Well, they're the owners and they're selling it, right?

A Correct. So, yeah, I guess when it comes down to it, they ordered it.

Q So you thought it was okay to go talk to them, the homeowner. The buyer wasn't there; were they?

A No.

Q No realtors were there?

A No.

Q So it was just Mr. and Mrs. Onions and you

had another discussion with them. What do you recall about that discussion?

A I do remember telling them that the moisture readings had come down. And that's really about it.

Q Did you say anything about --

A Well, you know, no evidence of termites and things like that. No damage.

Q Did you tell them anything about the fan?

A I don't recall. You mean the fan worked or -- is that what you're asking?

Q You sure got a nice fan, yeah, anything. I see you got an orange fan. Anything about the fan. Did you bring up the fan at all?

A I don't remember if I did or not. I don't recall.

Q Did you -- was it clear when you went back and talked to them that you recalled meeting with them two and a half, three weeks earlier?

A That I was -- was it clear that I was there before --

Q Yeah.

A -- and we all knew --

Q Was this a continuation?

A They knew it and I knew it? Yes.

Q Everybody knew this was a continuation of the

conversation that you had when you did your inspection back in June?

MR. KOZICK: Object to the form.

THE WITNESS: Yes.

BY MR. REDMAN:

Q But the conversation you had in June about fixing and the excessive moisture that existed in June, none of that shows up on Exhibit 56, correct?

A Just the lower moisture readings. But, no, nothing about the fan.

Q And there's nothing -- it doesn't say these are lower readings; does it? Lower than what? It doesn't refer to any other readings; does it?

A No, the report just shows what I found when I was there for that day.

Q It doesn't say that it was lower than any other time, just that day. And doesn't refer to anything, any excessive moisture that existed in June?

A Yeah. Like I said, I report -- I put on my report what I find while I'm there that day.

Q Okay. So you've told me everything you can recall about your second conversation with the Onionses?

A Yes.

Q And you haven't spoken with them since?

In the Matter Of:

ISAAC vs ONIONS

2018-CP-22-00956

ED KIMBROUGH

June 10, 2019

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STATE OF SOUTH CAROLINA IN THE COURT OF COMMON PLEAS
COUNTY OF GEORGETOWN CASE NO: 2018-CP-22-00956

Rory M. Isaac and Kimberly J. Isaac,)
)
Plaintiffs,)
) Deposition of:
vs.)
) Ed Kimbrough
Thomas C. Onions and Jacqueline)
Onions, Laura Kopchynski, and Lane's) June 10th,
Professional Pest Elimination, Inc.,) 2019
)
Defendants.)

The deposition of ED KIMBROUGH, taken before Josie Allen, Professional Court Reporter and Notary Public, at the Oxner & Stacy Law Firm, 235 Church Street, Georgetown, South Carolina 29442, on June 10th, 2019, commencing at 1:58 p.m.

APPEARANCES

For the Plaintiffs:
BELLAMY, RUTENBERG, COPELAND, EPPS, GRAVELY & BOWERS, P.A.
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843-448-2400

For Thomas and Jacqueline Onions:
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235 Church Street
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843-527-8020

For Laura Kopchynski:
EARHART OVERSTREET
Steve R. Kropski, Attorney at Law
P.O. Box 22528
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For Lane's:
KERNODLE COLEMAN
Stephen M. Kozick, Attorney at Law
914 Folly Road, Suite 2
Charleston, SC 29422
skozick@kernodlelaw.com
843-795-3708

A. Yes.
Q. -- to your recollection?
A. Uh-huh.
Q. Did they have a home inspection?
A. Laura had called and said I've got a home inspection that we had. We're on a short window closing wise. And she said, you know, the guy did a really good job, and so she sent it on.
She also sent the issues in the home inspection that were addressed by the contractor, so we worked from that.
So we did use that document and that report which we assumed to be a valid report due to the fact that by law, it has to be a licensed contractor making those repairs.
It's just not anybody off the street. So and then as far as the CL-100 report, that was going to be our responsibility. I wanted it that way.
I talked to Mr. and Mrs. Isaac about it mainly because we control who did it and it would also verify that the work that Mr. and Mrs. Onions did as a result of the home inspection could be verified, i.e., the moisture levels under the house.
Q. Okay. This is an e-mail, and you can take a look through and read it. That is dated -- you know

our homework. I did the comps. I talked to a property appraiser. I mean, and we knew what the value -- close to what the value of the house was prior to making an offer.

Q. Okay.

A. And I'm sure you're referring to this line about the CL-100.

Q. I'm referring to, you know, the five paragraphs talking about comps and different values.

A. Just not relevant to us.

Q. Okay.

A. I don't depend on anyone else --

Q. Right.

A. -- to come up with that information.

Q. So you were satisfied with submitting the offer that the purchase price was fair?

A. Yes.

Q. Okay. And the CL-100 reference that is made here, it says: CL-100 was done yesterday, and from what I understand, it was good. But I can obtain the report if/when necessary as the sellers paid for it.

Did you want that CL-100 report?

A. No.

Q. Okay. How come?

A. I mean, well, because it's our responsibility

to do it. It was going to be on our terms, not on their terms or anybody else's terms.

I thought when she said "good," I thought, perfect. We're not going to have an issue on that. We will order our own CL-100 and we'll verify the information that we need to see regarding repairs.

So, no, I mean, and it was -- it was not even relevant from a date period. CL-100 reports are only good for 30 days. We would have had to have another one done prior to closing anyway.

So my thought is let's do it ourselves, and we'll verify what we're looking for.

Q. Right.

A. And there was no mention as to who performed that CL-100.

Q. Okay.

A. It could have been any fly by night company. I have no idea.

Q. Okay. Just wasn't something that you were -- you were not interested in getting it; you were doing your own CL-100?

A. That's correct.

Q. Okay.

A. Yes.

Q. I'm going to ask you a couple of questions

A. Yes. Well, the hanging -- I mean, they repaired some of the things that were in this report obviously. But seems like there was a mention of moisture somewhere in here.

"There are areas of ground that are not covered by vapor barrier, and the ground is damp."

Okay. So "further inspections and need correction by crawl space especially."

So the missing vapor barrier and the high moisture content under the house was of concern obviously.

Q. Okay. And with the condition disclosure statement, what's marked as 44, is a letter that says Emery Custer at the top?

A. That's right.

Q. And that was received prior to making the offer as well?

A. Yes, it was.

Q. Okay. You selected Cole's, the company Cole's [sic] to do the CL-100 for the Isaacs; is that correct?

A. Yes. Not Cole's.

Q. Lane's, sorry. The Coles were the --

A. -- previous buyers.

Q. Sorry.

A. That's okay.
Q. Lane's Pest Control to do the CL-100 for the Isaacs?
A. Right.
Q. And at the time, you were aware that they had previously treated the house for pest control?
A. I was. I asked -- most of the time, we like to use a company if they are reputable that has some familiarity with the property.
Q. Okay.
A. So that -- and Lane's -- my office here as well as Pawleys uses lanes, you know, often times. So we had a great respect for that company that have been around for 20-plus years.
Q. Did you know that they had done the Coles' CL-100 at that time?
A. No. Uh-huh.
Q. And Lane's is at least in this area reputable --
A. Yes.
Q. -- company for doing pest control?
A. They are.
Q. -- treatments?
A. They are.
Q. Okay. Had you worked with Stark before?

A. Yeah, yeah. Often.
Q. And before you contacted Lane's to do the CL-100, did Laura tell you that Stark had been out to the house?
A. No, I do not recall that.
Q. You don't recall her --
A. The only reference I understood to the CL-100 was on that e-mail, which could have been Stark, could have been anybody.
Q. Right. Do you recall a conversation with Laura where she mentions that Stark had inspected under the house and proposed some work and the Onions decided not to hire them?
A. No, I don't.
Q. Okay. So you don't recall a conversation when you were talking with her about who was going to do the CL-100 when she mentioned Stark had been out there?
A. We talked about that, and we also talked about the moisture level that was under the house or whatever. But I never remember her saying anything about Stark.
Q. Okay. Okay.
A. I just don't recall that.
Q. What did you discuss in terms of the moisture

level underneath the house?

A. Just that our concern was to make sure that that was repaired and that the moisture levels were, you know, maintained at a certain level.

You know, and I did ask her at that point in time who the Onions used as their main provider. And she said Lane's. I said good. We'll go with Lane's. Very reputable. That sort of thing.

We were fine. We were moving forward with our -- with the transaction. We were satisfied with what we were finding out at this point in time.

Q. Okay. And then Lane's performed the CL-100?

A. On 7/11 I believe.

Q. Okay.

A. 7/11.

Q. Okay. And do you remember when the property closed?

A. 27th I believe.

Q. End of July?

A. Yeah, end of July.

Q. Okay. Had you seen at any point at this property standing water or the buildup of water at all prior to closing?

A. You mean on any previous transaction?

Q. At 24 Avenue Live Oak.

BY MR. OXNER:

Q. When I initially started asking you questions, or might have been Steve, correct me if I'm wrong, but it's my understanding your testimony was that you really didn't care about the original CL-100; is that correct?

A. I wouldn't say I wouldn't care about it, but the fact is it was reported that it was good and it was up to us to verify that it was good and the only way to verify it was to have -- take responsibility for the CL-100 ourselves, which is what we planned to do all along.

Q. Okay. My understanding was your testimony is you didn't have any interest in that first CL-100. You knew it was out there, but you were going to get your own; is that right?

A. Correct. And perhaps she would have reported that it was bad, I would have probably said, yeah, let us see it.

But the fact is she reported it was good. So we're moving along at that point. Things look good, you know.

Q. She gave you the opportunity to request to see it, correct?

A. She did.

close on July 23rd, 2018?
A. Correct.
Q. Okay. Now, between all these dates, particularly after June 19th all the way to July 23rd, what is stopping the Isaacs and/or you from getting your own inspection to confirm whether or not these things have been fixed that the buyer had notice of because of the CHI report? What was stopping them?
A. Nothing.
Q. Okay.
A. But as I told you before, the truth is in the reporting.
Q. Okay.
A. We --
Q. But if you had an inspection --
MR. REDMAN: Wait a minute. He's trying to finish his answer.
Q. But if you had an inspection, it would have been revealed if there was a problem?
MR. REDMAN: Object to the form of the question.
A. The inspection that we chose to go was to have the engineer look at the underneath part of the house. We followed up with that. The CL-100 that we ordered on and was performed on 7/11 would have

verified and confirmed that the repairs done on Number, what, 6 and 8 were working. That being the vapor barrier, reducing the moisture by the use of a fan system. So that was our follow-up.

Q. Okay. And that was done?

A. And that was done, yes.

Q. And it came back clean?

A. According to Lane's, it was clean.

Q. Right. But, again, had the buyer wanted to, they could have checked the contingency of getting their own inspection, and it would have revealed all kind of things, correct?

A. We don't know that. It could have revealed the same things that Mr. and Mrs. Onions found in the CHI report.

Q. Why do you do inspections?

A. To know what we're dealing with.

MR. OXNER: Thank you. That's all the questions I have.

THE COURT REPORTER: Same transcript orders as the first?

MR. KROPSKI: Yeah.

MR. KOZICK: Yes, ma'am.

(The deposition ended at 3:30 p.m. on June 10th, 2019.)

PLAINTIFF'S Onions 1
EXHIBIT NO. 4
FOR IDENTIFICATION
DATE: 3-26-19 RPTR: HO
PENGAD 800-631-6989

STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM

Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules **(CCRBR)**. These organizations are referred to herein as an owners association.

Purchasers should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchasers are solely responsible to determine what items are covered by the owners association charges.

Property Address: 24 Avenue of Live Oaks, Pawleys Island, 29585

Describe owners association charges: $ 175.00 Per MONTH (month/year/other)

What is the contact information for the owners association? FIRST SERVICE RESIDENTIAL
843-652-2163

As owner do you have any actual knowledge of answers to the following questions?
Please check the appropriate box to answer the questions below.

	Yes	No	No Representation
1. Are there owners association charges or common area expenses?	☑	☐	☐
2. Are there any owners association or **CCRBR** resale or rental restrictions?	☑	☐	☐
3. Has the owners association levied any special assessments or similar charges?	☐	☑	☐
4. Do the **CCRBR** or condominium master deed create guest or visitor restrictions?	☑	☐	☐
5. Do the **CCRBR** or condominium master deed create animal restrictions?	☑	☐	☐
6. Does the property include assigned parking spaces, lockers, garages or carports?	☐	☑	☐
7. Are keys, key fobs or access codes required to access common or recreational areas?	☑	☐	☐
8. Will any membership other than owner association transfer with the properties?	☐	☑	☐
9. Are there any known common area problems?	☐	☑	☐
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	☐	☐	☑
11. Is there a transfer fee levied to transfer the property?*	☐	☑	☐

(* Question does not include recording costs related to value or deed stamps.)

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

Owner signature: Thomas R Onions Thomas ONIONS Date: 4-23-18 Time: 2:00 PM

Owner signature: Jacqueline Onions Jacqueline Onions Date: 4-23-18 Time: 2:00PM

Purchaser signature: Randy Craig Cole Date: 05/01/2018 09:47 PM EDT Time: _____

Purchaser signature: Suzanne B Cole Date: 05/01/2018 09:30 PM EDT Time: _____

STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

The South Carolina Code of Laws (Title 27, Chapter 50, Article I) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control, operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owner acknowledges their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or Identifier) 24 Avenue of Live Oaks, Pawleys Island, 29585

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 6/2017

Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.
As owner, do you have any actual knowledge of any problem(s)* concerning?
*Problem includes defects, malfunctions, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM

	Yes	No	No Representation
1. Water supply	☐	☑	☐
2. Water quality	☐	☑	☐
3. Water pressure	☐	☑	☐
4. Sanitary sewage disposal system for any waste water	☐	☑	☐

A. Describe water supply ☑ County ☐ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other _____

B. Describe water disposal ☐ Septic ☑ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other _____

C. Describe water pipes ☑ PEX ☐ Copper ☐ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown _____

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS

	Yes	No	No Representation
5. Roof system	☐	☑	☐
6. Gutter system	☐	☑	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☐	☐

A. Approximate year that current roof covering was installed or modified: 2014 . Approximate year structure was built: 2014

B. During your ownership, describe any known roof system leaks and repairs: _____

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS

	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☐	☑	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☐	☑	☐
10. Heating system(s) (HVAC components)	☐	☑	☐
11. Cooling system(s) (HVAC components)	☐	☑	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☑	☐
13. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☐	☑	☐
14. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☐	☑	☐

A. Describe Cooling System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Window ☐ Other _____

B. Describe Heating System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Furnace ☐ Other _____

C. Describe HVAC Power ☐ Oil ☐ Gas ☑ Electric ☐ Solar ☐ Other _____

D. Describe HVAC system approximate age and any other HVAC system(s): 1 UNIT 2017

1 UNIT 2005 RENOVATED 2014

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

NONE

B. Describe/name company that may be providing termite/pest treatment or coverage to property:

LANES

C. Describe any known present pest infestations:

NONE

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning?

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☑	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☑	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☑	☐
18. Room additions or structural changes to the property during your ownership	☑	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☑	☐
20. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☑	☐
21. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☑	☐
22. Erosion or erosion control affecting the property	☐	☑	☐
23. Flood insurance covering the property	☐	☑	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: N/A

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: N/A

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: NONE

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: NONE

B. Describe the name and contact information for any property management company involved:

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage:

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 58-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: N/A

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: N/A

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND TO LIST ANY ATTACHED REPORTS/INFORMATION OR TO FURTHER DESCRIBE NOTICE/KNOWN ISSUES

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online at websites such as www.scstatehouse.gov

Current status of property or factors which may affect the closing:

☑ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) _____
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having examined this Residential Property Condition Disclosure Statement and receiving a copy before signing and that all information is true and correct as of the date signed.

Owner Signature: Thomas C Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. THOMAS C. ONIONS 4-23-18 2:00PM

Owner Signature: Jacqueline Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. JACQUELINE ONIONS

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: _____ Date: 05/01/2018 09:47 PM EDT Time: _____

Purchaser Printed Name: Randy Craig Cole

Purchaser Signature: _____ Date: 05/01/2018 09:30 PM EDT Time: _____

Purchaser Printed Name: Suzanne B Cole

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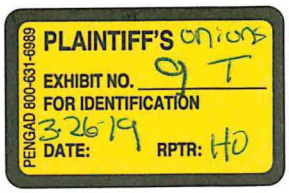

;

From: **Laura Kopchynski** <laurainpawleys@gmail.com>
Date: Sat, Jun 2, 2018 at 2:17 PM
Subject: 24 Avenue of Live Oaks Repair verification
To: Todd Palmer <toddpalmer@toddpalmer.biz>

Todd,

Attached you will find a list of repairs made by the Onion's contractor, in the form of a summary letter provided by the contractor.

I will be forwarding you 3 separate emails each with a photo as to further verify some of the repairs that were made.

Also, as per our telephone discussion yesterday, please advise as to if the Coles are on board with closing on Thursday 6/28/19 and The Onions moving out by 2PM on Friday 6/29 as to allow the Coles to clean and move in as they are able on Friday 6/29.

Please confirm by Monday morning, as once we are able to verify that this is a plan to which all parties agree, I will contact the Onions attorney to ensure he has space on his calendar on 6/29 to schedule their closing.

--

All the best,

Laura

Laura Kopchynski

RE/MAX BEACH & GOLF

843-979-9979

EXHIBIT F

Emery Custer
Licensed General Contractor
623 1st Avenue North, Surfside, South Carolina

Licensed and Insured

SC License # RBS 56967

Location: Thomas & Jacqueline Onions Residence
24 Avenue of Live Oaks
Litchfield Plantation
Pawleys Island, SC 29585

Work Completed:

1. Replaced missing electrical box covers in attic area consisting of 1 on/off switch and 1 double outlet, as per home inspection report.
2. Replaced floor bracket and wax seal. Re-connect / secure toilet in 1st floor half-bath, as per home inspection report.
3. Re-aligned door latch to upstairs rear bedroom to properly secure, as per home inspection report.
4. Replaced all missing and/or hanging insulation in crawl-space under house with new insulation, as per home inspection report.
5. Replaced all missing plastic vapor barrier in crawl-space including that area beneath the sun room by supplying new vapor barrier product, as per home inspection report.
6. Removed all debris from crawl-space, as per home inspection report.
7. Installed new electrical outlet at center (ceiling) of crawl-space to supply power to crawl space fan.
8. Installed new crawl-space fan [1] beneath residence to provide air flow and remove any dampness within the crawl-space.

[1] Lasko Max Performance Pivoting Utility Fan Model U15610

ONIONS EXHIBIT #071

#1828 Emery C Custer 5/24/18

P.o Box 384

Murrells Inlet SC, 29576

SC Lic.56967 Horry 227659 Surfside 53161

Georgetown county

Invoice to

Tim Onions

Pawleys Island, SC

---

installed vapor barrier where need under house . added insulation in places missing due to duct work .added insulation hangers as needed, installed fan to circulate air to lower moisture levels under the house . fixed comode from rockin . removed pieces of duct work left under house .

Material and labor	$ 706.00

Total due $ 706.00

ONIONS EXHIBIT #072

PENGAD 800-631-6989
PLAINTIFF'S Sanders
EXHIBIT NO. 15 T
FOR IDENTIFICATION
DATE: 8-26-19 RPTR: HO

LLR

STATE OF SOUTH CAROLINA RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT

The South Carolina Code of Laws (Title 27, Chapter 50, Article I) requires that an owner of residential real property (single family dwelling unit or a single transaction involving transfer of four dwelling units or less) shall provide to a purchaser this completed and signed disclosure statement prior to forming a real estate contract. This disclosure must be provided in connection with any sale, exchange, installment land sale, and lease with an option to purchase contract. This disclosure statement is not required in connection with transactions listed and exempted by South Carolina Code Section § 27-50-30.

Owners should answer the questions fully, honestly, and appropriately by attaching documents, checking a box for each check box question, and writing in the blanks on this disclosure statement.

If a question is answered "yes" or asks for a description, then owner must explain or describe the issue or attach a descriptive report from an engineer, contractor, pest control, operator, expert, or public agency. If owner attaches a report, owner shall not be liable for inaccurate or incomplete information in the report unless owner was grossly negligent in obtaining or transmitting the information. If owner fails to check "yes" or make a disclosure and owner knows there is a problem, owner may be liable for making an intentional or negligent misrepresentation and may owe the purchaser actual damages, court costs, and attorney fees. If a question is answered "no" for any question, the owner is stating that owner has no actual knowledge of any problem.

If a question is answered "no representation" for any question, owner is stating that owner is making no representation regarding the conditions or characteristics of the property, but owner still may have a duty to disclose information that is known or should have been known.

If a question is answered and subsequently new information is obtained or something changes to render the owner's answer incorrect, inaccurate, or misleading (example: roof begins to leak), owner must promptly correct the disclosure. In some situations, the owner may notify the purchaser of the correction. In some situations, the owner may correct or repair the issue.

If owner is assisted in the sale of property by a real estate licensee, owner remains solely responsible for completing and delivering this disclosure statement to the purchaser. The real estate licensee must disclose material adverse facts about the property if actually known by the licensee about the issue, regardless of owner responses on this disclosure. Owner is solely responsible to complete this disclosure as truthfully and fully as possible. Owner and purchasers are solely responsible to consult with their attorneys regarding any disclosure issues. By signing below, owner acknowledges their duties and that failure to disclose known material information about the property may result in owner liability.

Owner must provide the completed disclosure statement to the purchaser prior to the time the owner and purchaser sign a real estate contract unless the real estate contract states otherwise. Owner should provide a signed copy to the purchaser and keep a copy signed by the purchaser.

A real estate contract, not this disclosure, controls what property transfers from owner to purchaser.

Property Address (including unit # or identifier) 24 Avenue of Live Oaks, Pawleys Island, 29585

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 1 of 5.

REV: 6/2017

c/Max Beach & Golf, 14361 Ocean Hwy P.O. Box 689 Pawleys Island SC 29585
Phone: (843)979-9979 Fax: (843)979-9901 Laura Kopchynski

Onions offer for

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Apply this question below and the three answer choices to the numbered issues (1-14) on this disclosure.
As owner, do you have any actual knowledge of any problem(s)* concerning?
*Problem includes defects, malfunctions, conditions, or characteristics.

I. WATER SUPPLY AND SANITARY SEWAGE DISPOSAL SYSTEM	Yes	No	No Representation
1. Water supply	☐	☑	☐
2. Water quality	☐	☑	☐
3. Water pressure	☐	☑	☐
4. Sanitary sewage disposal system for any waste water	☐	☑	☐

A. Describe water supply ☑ County ☐ City ☐ Private ☐ Corporate ☐ Community ☐ Well ☐ Other _____

B. Describe water disposal ☐ Septic ☑ Sewer ☐ Private ☐ Corporate ☐ Government ☐ Other _____

C. Describe water pipes ☑ PEX ☐ Copper ☐ PVC/CPVC ☐ Polybutylene ☐ Steel ☐ Other/Unknown _____

II. ROOF, CHIMNEYS, FLOORS, FOUNDATION, BASEMENT, AND OTHER STRUCTURAL COMPONENTS AND MODIFICATIONS OF THESE STRUCTURAL COMPONENTS	Yes	No	No Representation
5. Roof system	☐	☑	☐
6. Gutter system	☐	☑	☐
7. Foundation, slab, fireplaces, chimneys, wood stoves, floors, basement, windows, driveway, storm windows/screens, doors, ceilings, interior walls, exterior walls, sheds, attached garage, carport, patio, deck, walkways, fencing, or other structural components including modifications	☐	☐	☐

A. Approximate year that current roof covering was installed or modified: 2014 . Approximate year structure was built: 2014

B. During your ownership, describe any known roof system leaks and repairs: _____

III. PLUMBING, ELECTRICAL, HEATING, COOLING, AND OTHER MECHANICAL SYSTEMS	Yes	No	No Representation
8. Plumbing system (pipes, fixtures, water heater, disposal, softener, plumbing components)	☐	☑	☐
9. Electrical system (wiring, panel, fixtures, A/V wiring, outlets, switches, electrical components)	☐	☑	☐
10. Heating system(s) (HVAC components)	☐	☑	☐
11. Cooling system(s) (HVAC components)	☐	☑	☐
12. Mechanical systems (pumps, garage door opener, filtration, energy equipment, safety, other)	☐	☑	☐
13. Appliances (range, stove, ovens, dishwasher, refrigerator, washer, dryer, other appliances)	☐	☑	☐
14. Built-in systems and fixtures (fans, irrigation, pool, security, lighting, A/V, other)	☐	☑	☐

Owner: ( ) ( ) Purchaser: ( ) ( ) acknowledge receipt of a copy of this page which is page 2 of 5.

A. Describe Cooling System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Window ☐ Other _____

B. Describe Heating System ☑ Central ☐ Ductless ☑ Heat Pump ☐ Furnace ☐ Other _____

C. Describe HVAC Power ☐ Oil ☐ Gas ☑ Electric ☐ Solar ☐ Other _____

D. Describe HVAC system approximate age and any other HVAC system(s): 1 UNIT 2017

1 UNIT 2005 RENOVATED 2014

IV. PRESENT OR PAST INFESTATION OF WOOD DESTROYING INSECTS OR ORGANISMS OR DRY ROT OR FUNGUS, THE DAMAGE FROM WHICH HAS NOT BEEN REPAIRED

A. Describe any known present wood problems caused by termites, insects, wood destroying organisms, dry rot or fungus:

NONE

B. Describe/name company that may be providing termite/pest treatment or coverage to property:

LANES

C. Describe any known present pest infestations:

NONE

V. THE ZONING LAWS, RESTRICTIVE COVENANTS, BUILDING CODES, AND OTHER LAND USE RESTRICTIONS AFFECTING THE REAL PROPERTY, ANY ENCROACHMENTS OF THE REAL PROPERTY FROM OR TO ADJACENT REAL PROPERTY, AND NOTICE FROM A GOVERNMENTAL AGENCY AFFECTING THIS REAL PROPERTY

Apply this question below and the three answer choices to the numbered issues (15-23) on this disclosure.
As owner, do you have any actual knowledge or notice concerning?

	Yes	No	No Representation
15. Violations or variances of the following: zoning laws, restrictive covenants, building codes, permits or other land use restrictions affecting the real property	☐	☑	☐
16. Easements (access, conservation, utility, other), party walls, shared private driveway, private roads, released mineral rights, or encroachments from or to adjacent real property	☐	☑	☐
17. Legal actions, claims, foreclosures, bankruptcies, tenancies, judgments, tax liens, other liens, insurance issues, or governmental actions that could affect title to the property	☐	☑	☐
18. Room additions or structural changes to the property during your ownership	☑	☐	☐
19. Problems caused by fire, smoke, or water to the property during your ownership	☐	☑	☐
20. Flood hazards, wetlands, or flood hazard designations affecting the property	☐	☑	☐
21. Drainage, soil stability, atmosphere, or underground problems affecting the property	☐	☑	☐
22. Erosion or erosion control affecting the property	☐	☑	☐
23. Flood insurance covering the property	☐	☑	☐

A. Describe any green energy, recycling, sustainability or disability features for the property: N/A

B. Describe any Department of Motor Vehicles titled manufactured housing on the property: N/A

VI. BURIED, UNBURIED, OR COVERED PRESENCE OF THE FOLLOWING: LEAD BASED PAINT, LEAD HAZARDS, ASBESTOS, RADON GAS, METHANE GAS, STORAGE TANKS, HAZARDOUS MATERIALS, TOXIC MATERIALS, OR ENVIRONMENTAL CONTAMINATION

A. Describe any known property environmental contamination problems from construction, repair, cleaning, furnishing, intrusion, operating, toxic mold, methamphetamine production, lead based paint, lead hazards, asbestos, radon gas, methane gas, formaldehyde, corrosion-causing sheetrock, storage tanks, hazardous materials, toxic materials, environmental contamination, or other: NONE

VII. EXISTENCE OF A RENTAL, RENTAL MANAGEMENT, VACATION RENTAL, OR OTHER LEASE CONTRACT ANTICIPATED TO BE IN PLACE ON THE PROPERTY AT THE TIME OF CLOSING

A. Describe the lease terms and any leasing problems, if any: N/A

B. Describe the name and contact information for any property management company involved:

C. Describe known outstanding charges owed by tenant for gas, electric, water, sewer, and garbage:

VIII. THE EXISTENCE OF A METER CONSERVATION CHARGE, AS PERMITTED BY SECTION 38-37-50 THAT APPLIES TO ELECTRICITY OR NATURAL GAS SERVICE TO THE PROPERTY

A. Describe any utility company financed or leased property on the real property: N/A

B. Describe known delinquent charges for real property's gas, electric, water, sewer, and garbage: N/A

IX. PLEASE USE THE SPACE BELOW FOR "YES" ANSWER EXPLANATIONS AND TO LIST ANY ATTACHED REPORTS/INFORMATION OR TO FURTHER DESCRIBE NOTICE/KNOWN ISSUES

SEE REPAIR VERIFICATION #5 (5) 6/22/2016

Owner( ) ( ) Purchaser( ) ( ) acknowledge receipt of a copy of this page which is page 4 of 5.

This disclosure does not limit the obligation of the purchaser to inspect the property and improvements which are the subject of the real estate contract. Purchaser is solely responsible for conducting their own off site conditions and psychologically affected property inspections prior to entering into a real estate contract. The real estate licensees (acting as listing or selling agents, or other) have no duty to inspect the on site or off site conditions of the property and improvements. Purchasers should review all applicable documents (covenants, conditions, restrictions, bylaws, deeds, and similar documents) prior to entering into any legal agreements including any contract. The South Carolina Code of Laws describes the Residential Property Condition Disclosure Statement requirements and exemptions at § 27-50-10 (and following) which can be read online at websites such as www.scstatehouse.gov

Current status of property or factors which may affect the closing:

☑ Owner occupied ☐ Short sale ☐ Bankruptcy ☐ Vacant (How long vacant?) _____
☐ Leased ☐ Foreclosure ☐ Estate ☐ Other: _____

A Residential Property Condition Disclosure Statement Addendum ☐ is ☐ is not completed and attached. This addendum should be attached if the property is subject to covenants, conditions, restrictions, bylaws, rules, or is a condominium.

Owner acknowledges having examined this Residential Property Condition Disclosure Statement and receiving a copy before signing and that all information is true and correct as of the date signed.

Owner Signature: Thomas C Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. THOMAS C. ONIONS 4-23-18 2:00PM

Owner Signature: Jacqueline Onions Date: 4-23-18 Time: 2:00 PM

Owner Printed Name. JACQUELINE ONIONS

Purchaser acknowledges prior to signing this disclosure:

- Receipt of a copy of this disclosure
- Purchaser has examined disclosure
- Purchaser had time and opportunity for legal counsel
- This disclosure is not a warranty by the real estate licensees
- This disclosure is not a substitute for obtaining inspections of on site and off site conditions
- This disclosure is not a warranty by the owner
- Representations are made by the owner and not by the owner's agents or subagents
- Purchasers have sole responsibility for obtaining inspection reports from licensed home inspectors, surveyors, engineers, or other qualified professionals

Purchaser Signature: Rory M Isaac Date: 6/20/18 Time: _____

Purchaser Printed Name: RORY M. ISAAC

Purchaser Signature: Kimberly Isaac Date: 6/20/18 Time: _____

Purchaser Printed Name. Kimberly Isaac

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Onions offer for

STATE OF SOUTH CAROLINA
RESIDENTIAL PROPERTY CONDITION DISCLOSURE STATEMENT ADDENDUM

Prior to signing contract, owner shall provide this disclosure addendum to the purchaser if the property is subject to a homeowners association, a property owners association, a condominium owners association, a horizontal property regime, or similar organizations subject to covenants, conditions, restrictions, bylaws or rules (CCRBR). These organizations are referred to herein as an owners association.

Purchasers should review the applicable documents (covenants, conditions, restrictions, bylaws, deeds, condominium master deed, and similar documents), all related association issues, and investigate the owners association prior to entering into any legal agreements including a contract. Owners association charges include any dues, fees, assessments, reserve charges, or any similar charges. Purchasers are solely responsible to determine what items are covered by the owners association charges.

Property Address: 24 Avenue of Live Oaks, Pawleys Island, 29585

Describe owners association charges: $ 175.00 Per MONTH (month/year/other)

What is the contact information for the owners association? FIRST SERVICE RESIDENTIAL 843-652-2163

As owner do you have any actual knowledge of answers to the following questions? Please check the appropriate box to answer the questions below.

	Yes	No	No Representation
1. Are there owners association charges or common area expenses?	☑	☐	☐
2. Are there any owners association or CCRBR resale or rental restrictions?	☑	☐	☐
3. Has the owners association levied any special assessments or similar charges?	☐	☑	☐
4. Do the CCRBR or condominium master deed create guest or visitor restrictions?	☑	☐	☐
5. Do the CCRBR or condominium master deed create animal restrictions?	☑	☐	☐
6. Does the property include assigned parking spaces, lockers, garages or carports?	☐	☑	☐
7. Are keys, key fobs or access codes required to access common or recreational areas?	☑	☐	☐
8. Will any membership other than owner association transfer with the properties?	☐	☑	☐
9. Are there any known common area problems?	☐	☑	☐
10. Is property or common area structures subject to South Carolina Coastal Zone Management Act?	☐	☐	☑
11. Is there a transfer fee levied to transfer the property?*	☐	☑	☐

(Question does not include recording costs related to value or deed stamps.)*

Explain any yes answers in the space below and attach any additional sheets or relevant documents as needed: _____

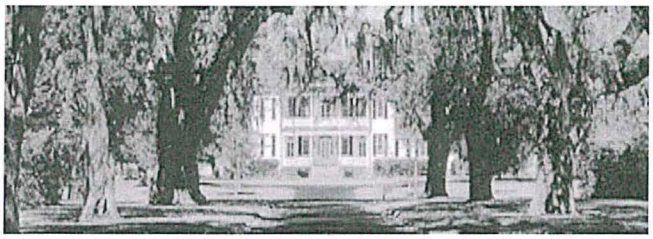
Owner signature: Thomas R Onions Thomas ONIONS Date: 4-23-18 Time: 2:00 PM

Owner signature: Jacqueline Onions JACQUELINE ONIONS Date: 4-23-18 Time: 2:00pm

Purchaser signature: Kary M Dean Date: 6/20/18 Time: _____

Purchaser signature: Kimberly Dean Date: 6/20/18 Time: _____

PLAINTIFF'S EXHIBIT NO. 30 FOR IDENTIFICATION
DATE: 3/27/19 RPTR: HD
PENGAD 800-631-6989



LITCHFIELD PLANTATION

CIRCA 1750

HOA News

Issue 22 March/April 2018

The board's primary goal in Litchfield Plantation is to build value in the community while bringing the community closer together!

Welcome Spring!

It Takes A Plantation

In some areas it takes a village, but in our case, it takes a plantation! As you drive down the Avenue of Live Oaks it's plain to see that all of our hard work was worth every single effort made. Another tremendous thank you to all of the property owners who were able to participate and help with pruning the azaleas several months ago. The Avenue looks as beautiful and vibrant as ever, and once again, the fruits of our labor have paid off and we are all able to benefit as a result.

We've just installed a new HV/AC system on the third floor of the beach house and we are currently in the process of renovating the third floor kitchen. For our bike enthusiasts, we now have bicycle rack to accommodate those who wish to have a place to park their bicycles. A great big thank you to Joe and Cathy Martino for all of their time in helping to get our beach house ready for the new season!

The pool will open April 1st. We would like to thank Christian and Jeanette Tully for all they've done to help with that! We would also like to thank the Grabers for donating their barbecue, what a great addition that will be when we are enjoying another terrific season at our magnificent pool.

The Board is in the final stages of approving the updated Rules and Regulations which will be distributed accordingly upon completion.

We have decided to hold off on changing the code to the front gate and to the lock boxes at the beach house and pool for the time being, so please continue to use the same one.

BOARD of GOVERNORS

Tom Eckard

631-398-2539

teckard55@yahoo.com

Tim Onions

[ARB & Landscape]

843-325-9399

tconions@sc.rr.com

Angie Bunn

[Accounting]

843-222-7538

abunntcg@aol.com

Jason Burger

865-851-2635

JasonCBurger@gmail.com

Justin Nash

843-543-5794

Jnash@colonialfuels.com

FirstService Residental

843 - 357 - 9888

Architectural Review Board

***Martin Phillips**

Gary Collins

Bob Charnley

Robin Gibbs

Joe Davis

All ARB related matters are to go directly through Amber Theisen
Office Phone: 843-652-2206
Email: Amber.theisen@fsresidential.com

Protocol for submission of plans & questions:

ARB Guidelines: Available through FirstService Residential.

Submittals: Through Chris Amber Theisen at FirstService Residential.

Meetings: The 3rd Tuesday of each month at 5:00 PM in The Abbey at Litchfield Plantation.

Timing: Submittals and questions must be in to Amber by the 1st of the month in order to guarantee presentation at that month's ARB Meeting.

Any exterior modification to include landscaping and landscaping materials must be approved by the ARB.

Upcoming Reminders

Revised Rules & Regulations pertaining to Litchfield Plantation will be distributed

- Jeanette and Christian Tully will manage the pool.
- Joe and Cathy Martino will manage the beach house.
- Leslie List is spearheading our new Welcoming Committee for new property owners.

Coming Soon: Look for an improved and user friendly version of our HOA website!

A reminder that landscaping trailers, boat trailers, etc. are to be kept and stored out of street view. If you do not have a garage and want to create a natural space on your property to store these items, please contact Amber Theisen regarding ARB approval or to discuss any questions you may have regarding this matter.

To report any concerns or file a complaint pertaining to Litchfield Plantation's Rules, Regulations or Restrictions please do so by emailing Tim Zachary AND make certain to copy Tom Eckard and Tim Onions on the email as well.

FirstService Residential as your management team.

Tim Zachary - Office Phone, 843-652-2163
Cell Phone, 843-385-7056
Email: Tim.zachary@fsresidential.com

Amber Theisen - Office Phone 843-652-2206
Email: Amber.theisen@fsresidential.com

The Guard Gate

Our guards: Nancy Barbier & Paul Ross

Gate House Phone: 843-235-0041

Gate House Email: lp_sec_aus@outlook.com

Please call or email the names of ALL guests and visitors (family, friends, pizza delivery person, etc.) to the guard house prior to their arrival. If a guest is staying over, please provide their arrival and departure dates.

Construction crews must adhere to HOA regulations!

THE ABBEY
AT PAWLEYS ISLAND

Easter Services:

Sunday April 1st

9:00 AM and 11:00 AM

(843) 314-0277

46 Gathering Lane, Pawleys Island, SC 29585

Sundays 8:00 AM and 10:00 AM

http://theabbeyatpawleys.org

Community Lowcountry Festival

Where: The Abbey at
The Carriage House
46 Gathering Lane
Litchfield Plantation

When: Friday, April 13th

~~~~~~~~~~~~~~~~~~~~

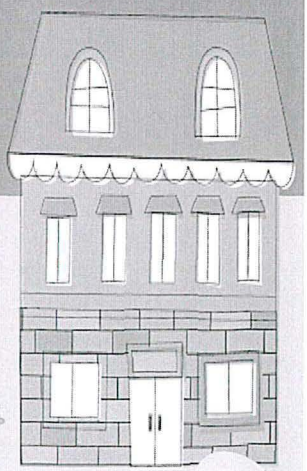
Lowcountry Food & Beverages
6:00 ~ 8:00 pm

Featuring Beach Music by
DJ Tootie Brown
Dancing from
7:00 ~ 10:00 pm

Fun Activities for Children of All Ages
Face Painting / Game Truck
Appearance by Beauty & The Beast

Emery Custer 843 - 833 - 7313 Electric, carpentry, plumbing and general handyman.
Allen Moomaw 540 - 335 - 6006 Bush hogging, mulching and more.
Wright Landscaping & Tree Removal (Jimmy) 843-833-0356 Bush hogging & removal.
Jack List 843 - 555 - 1234 Lawn care, yard maintenance, Spring/Fall Cleanup.

Real Estate News on the Plantation 02/01/2018 - 03/28/18



Single family homes (2) Active for sale, (2) Pending and (2) Have sold.

Building Lots (21) Active for sale, (1) Pending and (2) Have sold.

Townhomes/Condos (5) Active for sale, (2) Pending and (5) Have sold.

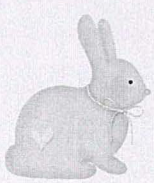
Litchfield Plantation Newsletter written/designed and real estate stats provided by:

Laura Kopchynski

LP resident and Realtor with RE/MAX BEACH & GOLF in Pawleys Island.

Contact Laura: www.PawleysIslandDiscoverRealEstate.com

Email: Laurainpawleys@gmail.com Cell: 516-443-4215



Front page photo credit of plantation house;
http://carolinahomesandinteriors.com/b/sc-coastal-regions/georgetown-sc/a-million-miles-from-everything-at-litchfield-plantation/
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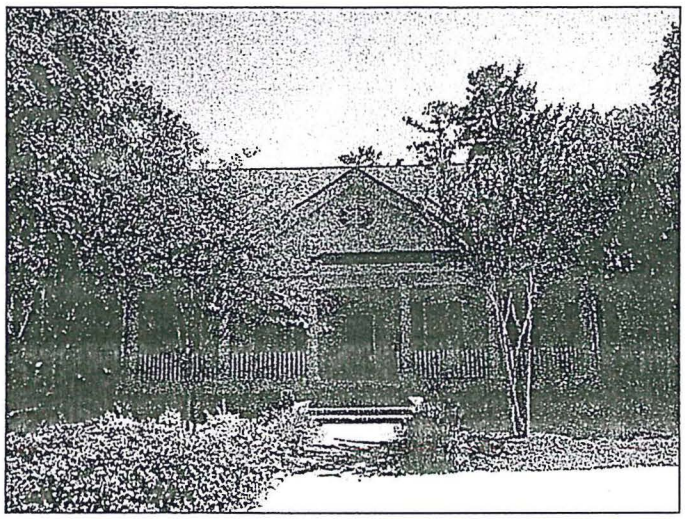
PENGAD 800-631-6989
PLAINTIFF'S EXHIBIT NO. 6
FOR IDENTIFICATION
DATE: 3-26-19 RPTR: HD

Inspection Report

Randy and Suzanne Cole

Property Address:
24 Avenue of Live Oaks
Pawleys Island SC 29585



Cornerstone Home Inspections of SC, LLC

Eric Koppel 48983
22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

ONIONS EXHIBIT #075
612

Date: 5/10/2018	Time: 09:00 AM	Report ID: EK-5189
Property: 24 Avenue of Live Oaks Pawleys Island SC 29585	**Customer:** Randy and Suzanne Cole	**Real Estate Professional:** Todd Palmer United Real Estate

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI)= I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Not Present (NP) = This item, component or unit is not in this home or building.

(Summary items) = The item, component or unit is not functioning as intended, or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

In Attendance:	Type of building:	Approximate age of building:
Seller only	Single Family (2 story)	13 years
Temperature:	**Weather:**	**Ground/Soil surface condition:**
69 degrees at time of arrival	Clear	Dry
Rain in last 3 days:	**Radon Test:**	**Water Test:**
No	No	No

ONIONS EXHIBIT #076

General Summary

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

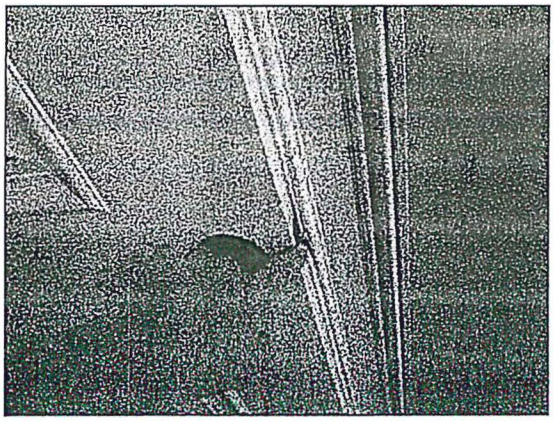
Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling;** or **warrants further investigation by a specialist,** or **requires subsequent observation.** This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

5. Living Areas and Bedrooms

5.4 Doors (representative number)

The door to the back left bedroom does not latch when closed. Recommend adjustment by a qualified contractor. Item 1(Picture)



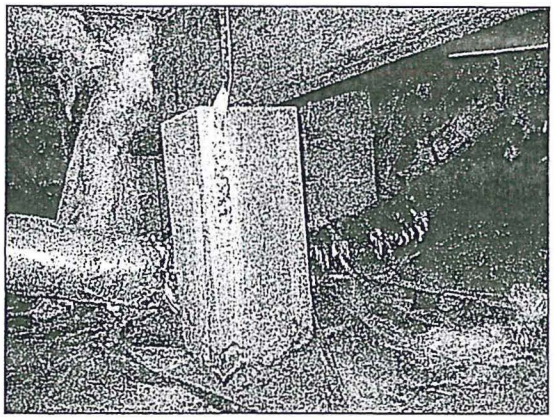
5.4 Item 1(Picture) Door does not latch

7. Structural Components

ONIONS EXHIBIT #077

7.3 Floors (Structural)

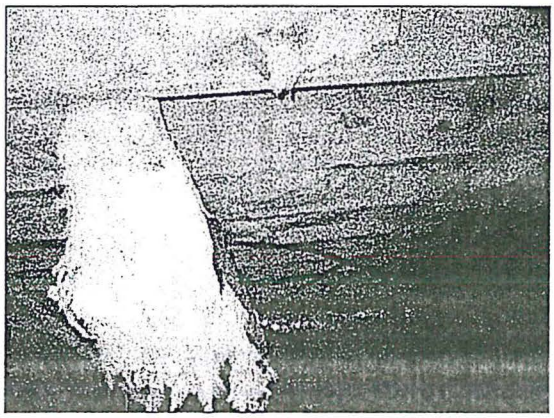
There is an area of the floor that appears to have had a beam installed recently. The current owners did mention that they had a floor area repaired and that the repair was professionally engineered. Recommend confirmation of the engineering. Item 1(Picture)



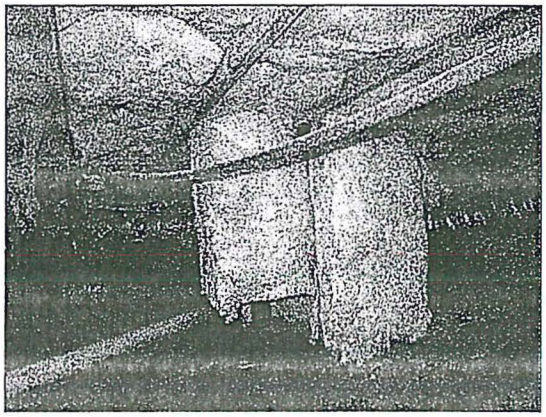
7.3 Item 1(Picture) Wood beam and posts under living area

7.5 Insulation Under Floor System

There is a large amount of floor insulation that has fallen or is hanging in the crawl space. Recommend further inspection and correction by a qualified contractor. Item 1(Picture) Item 2(Picture) Item 3(Picture) Item 4(Picture) Item 5(Picture)

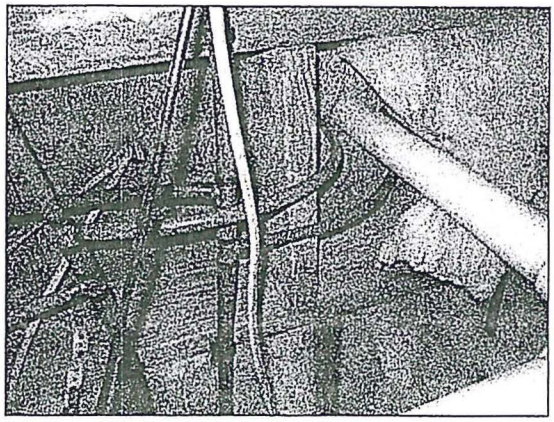


7.5 Item 1(Picture) Hanging insulation

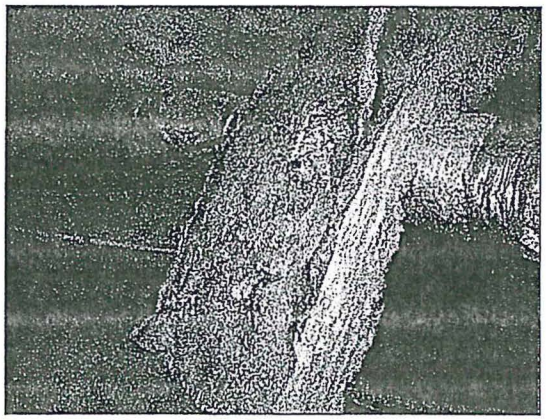


7.5 Item 2(Picture) Hanging insulation

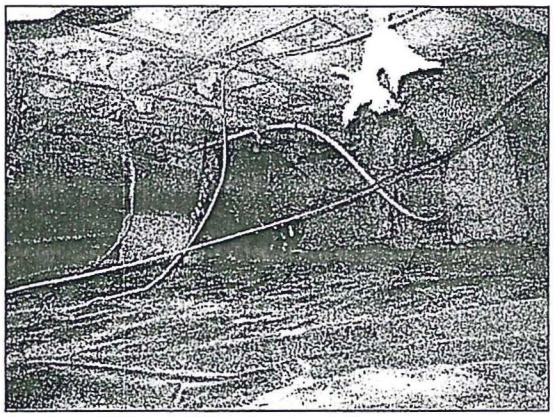
ONIONS EXHIBIT #078



7.5 Item 3(Picture) Missing insulation



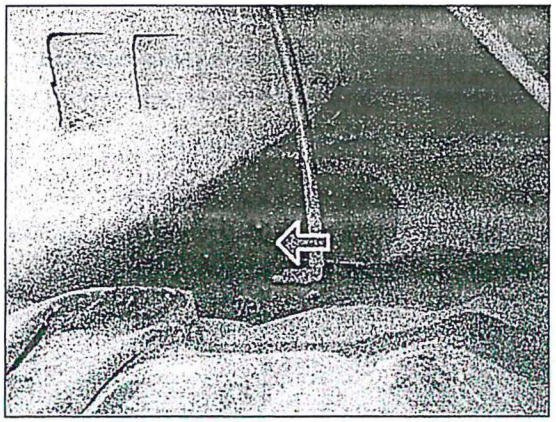
7.5 Item 4(Picture) Hanging insulation



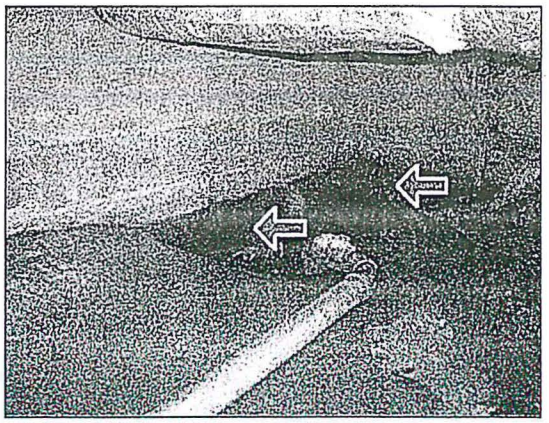
7.5 Item 5(Picture) Hanging insulation

7.6 Vapor Retarders (in Crawlspace or basement)

There are areas of ground that are not covered by a vapor barrier and the ground is damp. Recommend further inspection and any needed corrections by a crawl space specialty company. Item 1(Picture) Item 2(Picture) Item 3 (Picture) Item 4(Picture) Item 5(Picture) Item 6(Picture)

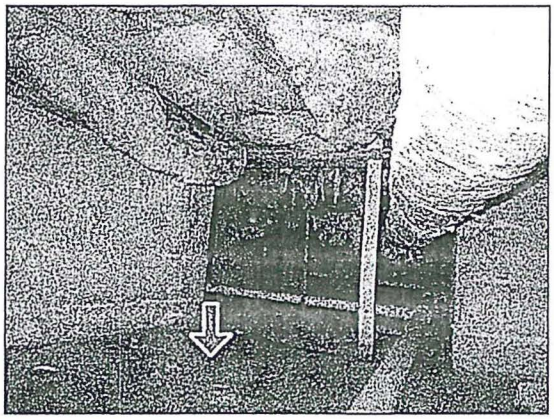


7.6 Item 1(Picture) Dampness in crawl space

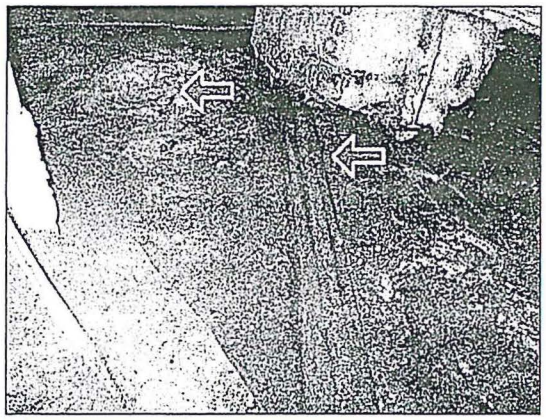


7.6 Item 2(Picture) Dampness in crawl space - missing vapor barrier

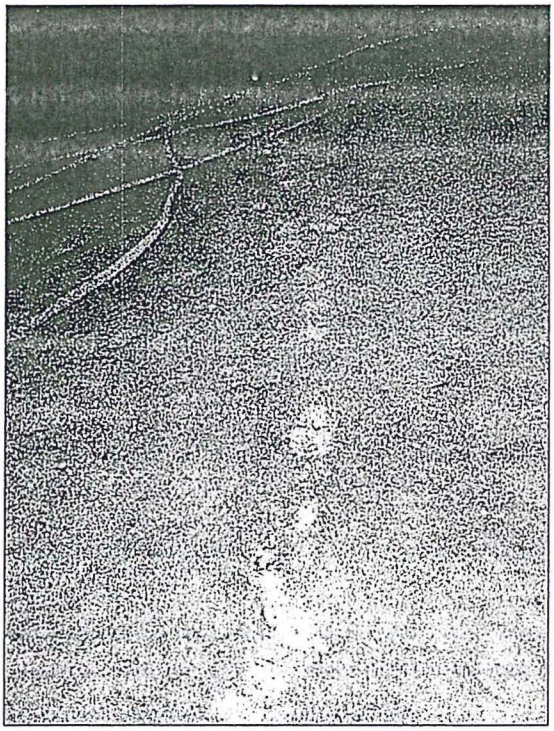
ONIONS EXHIBIT #079
616



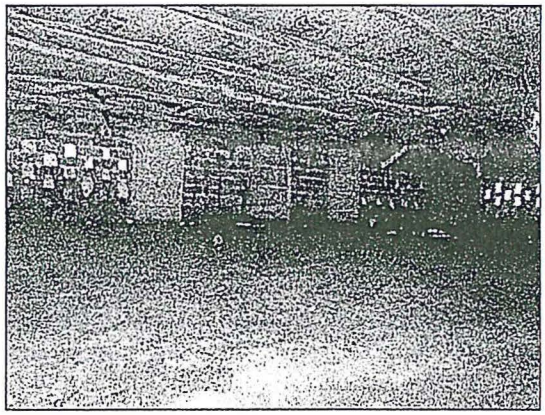
7.6 Item 3(Picture) Missing vapor barrier - damp ground



7.6 Item 4(Picture) Wet debris on top of vapor barrier



7.6 Item 5(Picture) Missing vapor barrier - damp ground



7.6 Item 6(Picture) No vapor barrier under sun room - damp ground

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb insulation, move personal items, panels, furniture,

ONIONS EXHIBIT #080

equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge http://www.HomeGauge.com : Licensed To Eric Koppel

ONIONS EXHIBIT #081

Electrical Issues

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

Customer
Randy and Suzanne Cole

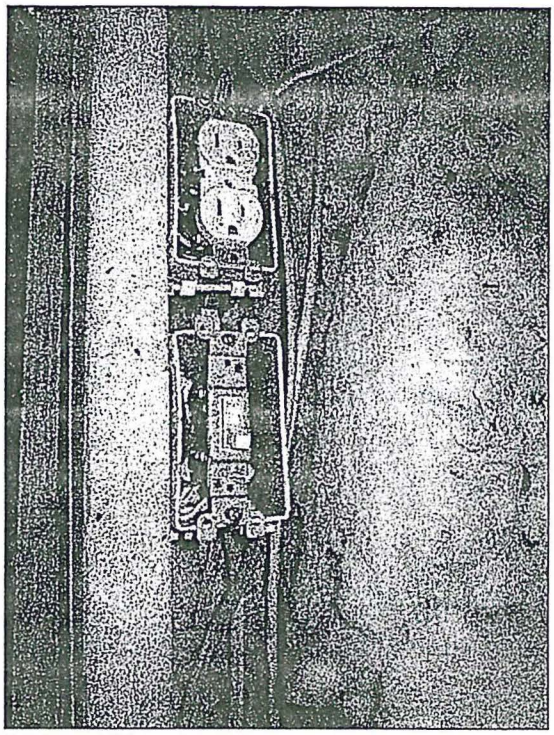
Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

1. Roof System / Chimneys and Attic

1.7 Visible Electric Wiring in Attic

There is an electrical outlet and a switch in the attic that is not protected with a cover. Recommend correction by a qualified contractor. Item 1(Picture)

ONIONS EXHIBIT #082

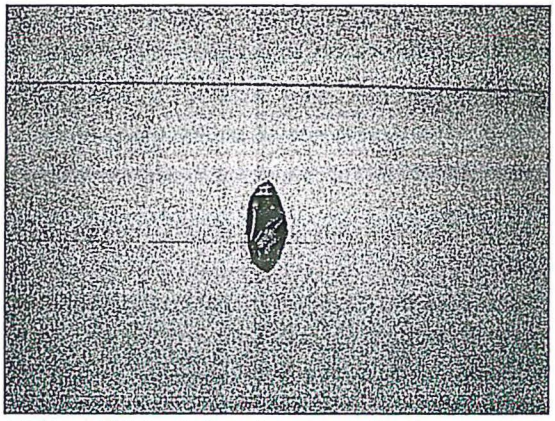


1.7 Item 1(Picture) Missing covers

5. Living Areas and Bedrooms

5.6 Outlets, Switches and Fixtures

There are two mounting boxes on the wall at the second floor living area that do not have fixtures installed and are not covered by cover plates. Recommend correction by a qualified contractor. Item 1(Picture)



5.6 Item 1(Picture) Open boxes - no fixtures or covers

ONIONS EXHIBIT #083

Plumbing Issues

Cornerstone Home Inspections of SC, LLC

22 Cheyenne Road
Myrtle Beach, SC 29588
843-957-1343

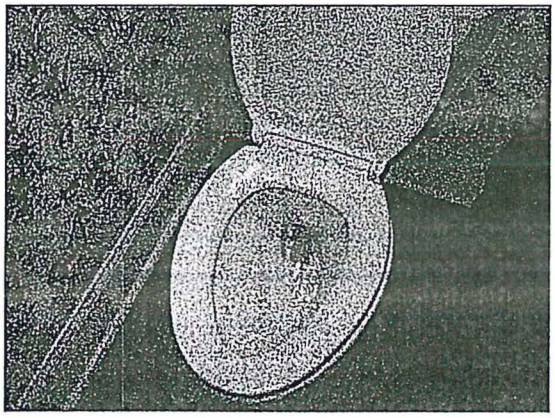
Customer
Randy and Suzanne Cole

Address
24 Avenue of Live Oaks
Pawleys Island SC 29585

6. Bathroom and Components

6.7 Plumbing Water Supply, Distribution System and Fixtures

The toilet in the half bath is loose at it's connection to the floor flange. Recommend further inspection and correction by a qualified contractor. Item 1(Picture)



6.7 Item 1(Picture) Toilet will move/tip when pushed

Prepared Using HomeGauge http://www.HomeGauge.com : Licensed To Eric Koppel

ONIONS EXHIBIT #084

PLAINTIFF'S ONIONS
EXHIBIT NO. 7 T
FOR IDENTIFICATION
DATE: 3.26.19 RPTR: HD
PENGAD 800-631-6989

EXHIBIT K

STARK EXTERMINATORS
Beyond The Call.

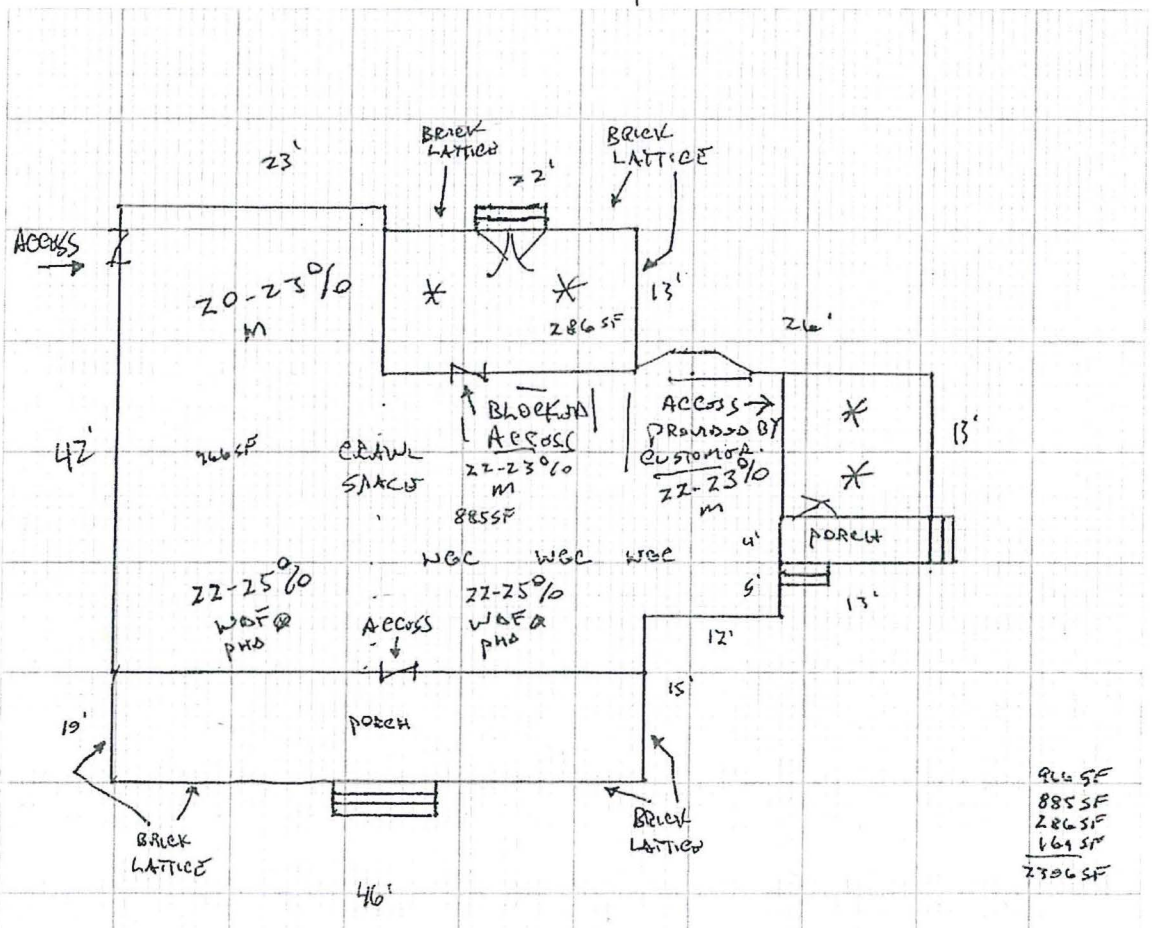
INSPECTION GRAPH

Date: 5/16/18
Inspector: Andy Ward

Owners/Agents Name: Jacue ONIONS Hm Ph: 843 325-3733 Other Ph: _____ Email: JACQUE@SC.RR.COM

Occupants/Purchasers Name: _____ Hm Ph _____ Other Ph: _____ Email: _____

Service Address: 24 AVE OF LIVE OAKS City Pawleys Is. State: SC Zip Code: 29585



NOTE: This is not a structural damage report. If visible infestation is noted the customer should have a structural engineer or a professional qualified in structural repairs to access the structural integrity of any noted damages.

FOUNDATION WALLS: ☑ BLOCK ☐ POURED ☐ _____
EXTERIOR CLADDING: ☐ BRICK ☐ STUCCO ☑ SIDING ☐ _____
CONSTRUCTION TYPE: Basement: ☐ Finished ☐ Unfinished ☐ Floating Slab ☐ Supported Slab ☐ Monolithic Slab ☑ Crawl ☐ Pier & Beam

CODE: ☐ ACTIVE INFESTATION = A ☐ SUBTERRANEAN TERMITES = ST ☐ DRYWOOD TERMITES = DT
☑ WOOD BORERS = WB ☐ POWDER POST BEETLES = PPB ☑ WOOD DECAY FUNGI = WDF
☑ MOISTURE CONDITION = M ☐ PREVIOUS INFESTATION = P ☐ BATH TRAP = B

CONDUCIVE CONDITIONS: ☑ POSSIBLE HIDDEN DAMAGE = PHD ☑ EXISTING VISIBLE DAMAGE = ⊗ ☑ INACCESSIBLE AREAS = ✳
☐ WOOD TO GROUND CONTACT = WGC ☐ INADEQUATE VENTILATION = IV ☐ STANDING WATER = SW
☐ CELLULOSE DEBRIS = CD

INSPECTORS STATEMENT LOCATION OF VISIBLE INFESTATION: _____
TYPE OF TREATMENT: ☐ Baiting System ☐ Liquid Treatment ☐ Limited Liquid Treatment ☐ Other: _____

TREATMENT DATE: ___/___/___ PRODUCT _____ ESTIMATED ☐ GALLONS / ☐ STATIONS: _____
Water Well: [ ] NO [ ] Yes - # of Feet _____ Additional Instructions: _____

Size of Structure: _____ Scale Used: Waiver Issued
☐ Cubic Footage ☐ Linear Footage ☐ 1:1 ☐ Other: _____ ☐ Yes ☐ No

STK-SAS-100-SC 5765 *Moisture Meter Readings Required Revised 1/16

ONIONS EXHIBIT #172

107 Queen St, Suite A
Georgetown, SC 29440
843-546-5898 • 843-344-5567

Proposed work detail for 24 Ave of Oaks, Pawleys Island, SC 29585:

1. Removal of debris from crawlspace area*
2. Reopen blocked access under porch area in order to gain access to crawl space area. The referenced blocked access that needs to be reopened was originally converted from a porch to a den on the rear of the house. *
3. Create access to crawlspace area on far right hand side facing end of house. The referenced area is beneath the kitchen area of the house. *

*Please note that Stark Exterminators will not be responsible for doing the proposed work detail noted above. These items will need to be completed **at homeowner's expense** before we can begin installing the Crawlspace Moisture Management System as noted on the agreement.

Buyer: _____

Company Representative: _____

Service Center Manager: _____

Date Acknowledged: _____/_____/_____

ONIONS EXHIBIT #173

STARK EXTERMINATORS
Beyond The Call.

Crawl Space
Moisture Management System
Service and Maintenance Agreement

ONIONS | JACKIE AND TIM | Middle
Account Name, Last | First

24 AVE. of OAKS (TUKERS RD.)
Service Address, Number | Street

PAWLEYS IS. | SC | 29585
City | State | Zip Code

843-325-3733
Service Phone | Home | Work

JACQUEO@SC.RR.COM
Cell Phone | Email Address

Tenant | Person to Contact

SAME
Billing Name

Billing Address, Number | Street

City | State | Zip Code

Billing Phone | Home | Work

Cell Phone | Email Address

Attention (Property Manager / Commercial Accounts Manager)

Effective 5-18-2018 through 5-18-2019 for the sum of $ 4,595 Stark Exterminators, Inc.* (hereafter Stark) will provide the service specified below, to assist in the control of crawl space moisture levels. In first year a follow up visit will be scheduled 4-6 months after installation to check humidity levels and dehumidifier system

Stark will extend the service annually to the Purchaser for so long as the Purchaser may own the property for $ 200 per year payable on or before the end of the previous service period. After the third annual period and each annual period thereafter, Stark reserves the right to revise the annual extension charge

Stark will install (1) dehumidifier(s) in crawl space to reduce condensation and to aid in the reduction of wood moisture content in sills, joists and other wood members. Dehumidifier(s) will be wired by a licensed electrician and will be drained to the exterior through pvc pipe. A vapor barrier will be installed over the majority of accessible soil after removing debris as necessary. All vents will be covered from inside the crawl space to prevent air movement. If necessary we will clean and treat all exposed wood and concrete for the protection and prevention of wood decay fungus (WDF). Terms and Conditions and costs associated for any treatment performed for wood decay fungus can be found on separate contract titled Wood Destroying Organisms and should accompany this agreement.

Stark will inspect the above listed property periodically as long as the agreement is in effect and will provide the following:

- Replace defective materials and equipment at our expense while under the manufacturer's warranty
- After manufacturer's warranty period, repair or replacement will be made for material cost only with no installation charge, provided materials and equipment were not damaged through abuse, neglect or accident
- Replace dehumidifier filter(s) annually according to manufacturer's recommendation.
- Record wood moisture readings in substructure.
- Adjust dehumidifier settings as needed and ensure dehumidifier's proper drainage
- Inspect and, if needed, repair damages to vapor barrier and vent coverings.

Customer's responsibilities under this agreement:

- Maintain HVAC system including proper drainage
- Maintain/insure proper ventilation for any present or future appliance in crawl space.
- Maintain proper drainage around structure to ensure water does not flow toward foundation walls.
- Notify Stark before any service work is done in the crawlspace. Any damage done by another service provider is not covered by this agreement unless prior notification and direct supervision by a Stark company representative is given

This property was not inspected, nor serviced, for the presence or control of health related mold or fungi. STARK SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ALLERGIES, AGGRAVATIONS THEREOF, OR FOR ANY BODILY INJURY RESULTING FROM MOLD, FUNGUS, MILDEW, OR ANY OTHER CAUSE

As part of this agreement, Stark has not made an inspection for termite infestation and Stark makes no representation, express or implied, as to the absence of termites or other wood destroying pests and no service has been rendered for control of such pests. Ask your Stark representative for a termite inspection if you desire such service

Stark specifically disclaims any warranty as to areas affected by plumbing leaks, roof leaks, defective door and window openings, power outages, floods and/or Acts of God

ANY ADDITIONAL PROVISIONS ATTACHED HERETO, INCLUDING THE ARBITRATION AGREEMENT AND THE OTHER TERMS AND CONDITIONS ON THE REVERSE SIDE AND THE INSPECTION GRAPH DATED 5-16-18 ARE PART OF THIS PLAN.

NOTICE: YOU, THE PURCHASER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION.

COMPANY INFO: DATE: 5 / 18 / 18

Address: 107 QUEEN ST., SUITE A

City: GEORGETOWN

State: SC Zip: 29440

Phone 843-546-5898

ACCEPTED BY: DATE: / /

☐ Buyer / ☐ Authorized Agent

AMY WARD 843-344-9385
Company Representative

Company Service Center Manager

STK-SAS-063 Revised 4-15

ONIONS EXHIBIT #174

PENGAD 800-631-6989
PLAINTIFF'S Onions
EXHIBIT NO. 11 T
FOR IDENTIFICATION
DATE: 3-26-19 RPTR: HO

OFFICIAL SOUTH CAROLINA WOOD INFESTATION REPORT

DATE: 8/18/2018 FILE NO.: 14847

THIS REPORT VALID FOR 30 DAYS ONLY. THIS REPORT IS NOT A GUARANTEE OR WARRANTY AGAINST FUTURE INFESTATION OR DAMAGE. IT IS RECOMMENDED BY THE DEPARTMENT OF PESTICIDE REGULATION THAT THE PURCHASER OF THE STRUCTURE, RATHER THAN THE SELLER, OBTAINS THIS WOOD INFESTATION REPORT.

This is to report that a qualified inspector employed by the below firm has carefully inspected accessible areas, including attics and crawl spaces which permit entry, of the property located at the below address for termites, other wood-destroying organisms, and wood-destroying fungi. The inspection for the presence of wood-destroying fungi is only required to the level below the first main floor as defined in Section 27-1085 K(3)(f) of the Rules and Regulations for the Enforcement of the South Carolina Pesticide Control Act. This report specifically excludes hidden areas, areas not readily accessible, and the undersigned pest control operator disclaims that he has made any inspections of such hidden areas or of such not readily accessible.

The inspection described has been made on the basis of visible evidence, and special attention was given to those accessible areas which experience has shown to be particularly susceptible to attack by wood-destroying organisms. Probing and/or sounding of those areas and other visible and accessible wood members showing evidence of infestation was performed. This report is submitted without warranty, guarantee, or representation as to concealed evidence of infestation or damage or as to future infestation.

If there is evidence of active infestation or past infestation of termites and/or other wood-destroying organisms or fungi, it must be assumed that there is some damage to the building caused by this infestation, however, any visible damage to a wood member in accessible areas has been reported. The below-named firm's inspectors are not engineers or builders, and you may wish to call a qualified engineer, licensed contractor, or expert in the building trade to provide their opinion as to whether there is structural damage to this property.

LOCATION AND DESCRIPTION OF PROPERTY INSPECTED: 24 AVENUE OF THE LIVE OAKS PAWLEYS ISLAND SC 29585

IF ANY OF THE FOLLOWING ARE MARKED YES, DESCRIBE ON REVERSE.

WERE ANY AREAS OF THE PROPERTY OBSTRUCTED OR INACCESSIBLE? Yes [✓] No [ ]

INFESTATION:	Active Infestation YES	Active Infestation NO	Previous Infestation YES	Previous Infestation NO
1. There is visible evidence of:				
a. Subterranean termites	[ ]	[✓]	[ ]	[✓]
b. Drywood termites	[ ]	[✓]	[ ]	[✓]
c. Old house borers	[ ]	[✓]	[ ]	[✓]
d. Powder post beetles	[ ]	[✓]	[ ]	[✓]
e. Other wood-destroying insects	[ ]	[✓]	[ ]	[✓]
2. There is visible evidence of prior subterranean termite treatment	Yes [✓]		No [ ]	
3. There is evidence below the first main floor of the presence of:				
a. Active wood-destroying fungi (wood moisture content > 28%.	Yes [ ]		No [✓]	
b. Non-active wood-destroying fungi (wood moisture content < 28%)	Yes [✓]		No [ ]	
4. There is evidence of the presence of excessive moisture conditions below the first main floor (20% or above wood moisture content, standing water, etc.)	Yes [✓]		No [ ]	
Wood moisture content of the wooden substructure ranged from 20 %to 25 %.				
DAMAGE: Termite, other wood-destroying insects and fungi (Note: reporting of fungi damage to wood, commonly called water damage, decay or rot, is limited to the area below the first main floor of the structure as defined 27-1085 K(3)(f) SCRR.) At the time of our inspection, there were visibly damaged wooden members (e.g. insect damage to columns, sills, joists, plates, door jambs, headers, exterior stairs, porches, or fungi damage below the first main floor.).	Yes [ ]		No [✓]	

If the answer is "YES", specify causes and location(s) on back.

Damage Observed. Damage must be disclosed even if repairs are deemed unnecessary. If visible evidence of active or previous infestation caused by any wood-destroying organism is reported, it must be assumed that some degree of damage is present and location(s) must be described on the reverse side of this report. It is recommended that evaluation of damage and any corrections be performed by a licensed contractor or structural engineer approved by the purchaser.

TREATMENT	Check Appropriate Box
1. The property described was treated by us for the prevention or control of subterranean termites. Wood-destroying organism for which treatment was made date 10/2016	[✓]
2. An Official Waiver of Standards Form (subterranean termite treatment) has been issued. (NOTE: a signed copy must be attached to this report).	[ ]
3. The property is covered by a warranty associated with the above treatment. The purchaser should contact the company reguarding information required to transfer warranty.	[ ]
4. The property described has not been treated by us for any wood-destroying organisms.	[ ]

See other side of this report for additional conditions governing this report. CL-100 Approved by the South Carolina Pest Control Association, Inc., and the Division of FORM CL-100 Regulatory and Public Service Programs of Clemson University Revised 7/12 (supersedes earlier version)

CONDITIONS GOVERNING THIS REPORT
Please read carefully

This report is based on the observations and opinions of our inspector. It must be noted that all buildings have some wood members which are not visible or accessible for inspection. It is not always possible to determine the presence of infestation without extensive probing and in some cases actual dismantling of parts of the structure being inspected.

All inspections and reports will be made on the basis of what is visible, and we will not render opinions covering areas that are enclosed or not readily accessible, areas concealed by wall coverings, floor coverings, insulation, furniture, equipment, stored articles, or any portion of the structure in which inspection would necessitate tearing out or marring finished work. We do not move furniture, appliances, equipment, etc. Plumbing leaks may not be apparent at the time of inspection. If evidence of such leaks is disclosed, liability for the correction of such leaks is specifically denied. No opinion can be rendered as to infestation or damage on that portion of sheathing, siding or other susceptible material, which continues below soil grade.

The areas of the substructure and attic that are accessible and open for inspection have been inspected. The substructure is defined as that portion of the building below the first main floor living space.

Detached garages, sheds, lean-tos, fences, or other buildings on the property are not included in this inspection report unless specifically noted.

The company, upon specific request and agreement as to additional charge, will open any inaccessible, concealed, or enclosed area and inspect same and make a report thereon.

This property was not inspected for the presence or absence of health related molds or fungi. This inspection was conducted solely for visible evidence of wood destroying organisms and their damage and was limited to the visible and accessible areas of the structure(s) only. Inspection for the presence of wood-destroying fungi is only required to the level below the first main floor. We are not qualified to and do not render an opinion concerning mold related air quality or any other health related issues relating to this structure. Questions concerning the presence or absence of health related molds or fungi or other health related issues, which may be associated with this property, should be addressed to a properly trained Industrial Hygienist, Physician or Public Health Official.

REMARKS

THIS SPACE IS TO BE USED TO DETAIL ANY "YES" ANSWERS FROM THE FRONT OF THIS FORM. INCLUDE ITEM NUMBER WITH EACH EXPLANATION CLARIFICATION AND EXPLANATION OF OTHER ITEMS MAY ALSO BE INCLUDED

Additional Pages are Attached Yes [ ] No [✓] No. of Pages

INACCESSIBLE AREAS: Some areas obstructed by articles stored in garage, some areas obstructed by insulation in attic, limited access to attic, the interior finished areas of the entire house, house built on combination with most areas concealed by wall/floor/ceiling coverings, underneath and behind kitchen cabinets, kitchen counters, bathroom vanities, bathtubs, wall voids in all parts of the housing structure, roof soffits, door jambs. the attic was inspected from the access door area only.

2) Ther is visible evidence of a prior subterranean termite treatment: evidence of drill holes indicates that there has been a conventional termite treatment done sometime in the past.

NOTES: No wood moisture damage above the level of the first main floor will be addresed in this report. This property was not inspected by this firm for the presence or absence of health-related molds, mildew or fungi. We are neither qualified, authorized nor licensed to inspect for health-related molds, mildew or fungi. If you desire information about these issued, it would be prudent to have the entire structure inspected by a licensed structural expert or industrial hygienist before closing.

IMPORTANT NOTICE: By signing or reading this CL-100, Customer/Buyer acknowledges that s/he is NOT relying on or using the statements herein as representations as to the structural condition of the building, whether the building is in need of maintenance or repair, or whether there is damage to the building. Customer/Buyer acknowledges that s/he should consult a certified building inspector to obtain opinions in these areas.

Neither I nor the company for which I am acting have had, presently have, or contemplate having any interest in this property. I do further state that neither I nor the company for which I am acting is associated in any way with any party to this transaction.

LICENSE NUMBER OF PERSON SIGNING THIS REPORT
C0012037 JOSEPH SHEHEEN
(MUST BE CERTIFIED IN CATEGORY 7A)

Buisness License Number B0001184

Firm: Lang's Professional Pest Elimination Inc
By: Joseph Sheheen
ADDRESS: PO Box 14973
OF FIRM: Surfside Beach SC 29587

ACKNOWLEDGMENT:

PURCHASER ACKNOWLEDGES THAT A COPY OF THIS REPORT HAS BEEN REVIEWED AND RECEIVED.

DATE ACKNOWLEDGED

PURCHASER'S SIGNATURE

This report and the issuing licensee are regulated by Clemson University's Department of Pesticide Regulation.

ONIONS EXHIBIT #041

For the Coles-CLICO

MAKE CHECK PAYABLE TO:

Po Box 14973
Surfside Beach, SC 29587
843-238-9995
Fax :843-238-2450

PLEASE FILL OUT BELOW IF PAYING BY CREDIT CARD

CARD NUMBER | EXP. DATE
SIGNATURE | AMOUNT PAID

Invoice number: 208785

ACCOUNT NUMBER	DATE	BALANCE
14847	6/20/2018	$0.00

ADDRESSEE

☐ Please check if address below is incorrect and indicate change on reverse side

TIM AND JACKIE ONIONS
24 Ave Of Live Oaks
Pawleys Island, SC 29585

Lane's Professional Pest Elimination, Inc.
Po Box 14973
Surfside Beach, SC 29587

00000000088703001000000010641940000000000003

PLEASE PAY FROM THIS INVOICE

Invoice 208785

Date	Description	Amount	Adjustment	Total
ONIONS	**24 Ave Of Live Oaks , Pawleys Island, SC 29585-**			
6/18/2018	WOOD INFESTATION REPORT	$200.00		$200.00
			Discount	0.00
			Adjustment	$200.00

PLEASE DISREGARD THIS INVOICE IF PAYMENT HAS ALREADY BEEN SENT

Account#14847 **Purchase Order Number:** Lic#: NC1657PW AMOUNT DUE

Web Portal Registration Number C625044D Lic#: SCB0001184 Lic#: GA99102 $0.00

Consumer Notification(s) / Post Application Statements - Treated Area(s) - Do not allow unprotected persons, children, or pets to touch, enter or replace items or bedding, to contact or enter treated area(s) until dry. Ventilation / Reoccupying - Vacate and keep area(s) closed up to 30 minutes after treatment, then ventilate area(s) for up to 2 hours before reoccupying. Equipment / Processing / Food - Thoroughly wash dished, utensils, food preparation / processing equipment and surfaces with an effective cleaning compound and rinse with clean water, if not removed or covered during treatment. The area should be odor free before products are placed in the area. Exterior Applications - (Baits) - Do not allow grazing of feed, lawn or sod clippings to livestock after bait applications. Do not burn treated wood for 1 month after treatment. National Pesticide Information Center 800.858.7378 pcic.orst.edu

CUSTOMER'S SIGNATURE

ONIONS EXHIBIT #039

6/21/18 10:45 AM

My apologies I miss read it . Not focusing to much on my brain 🧠

no worries and I wasn't exactly specific with what I wrote because it was just a follow-up to the voice message that I had left you which had very specific information on it. Like I said no worries on my part, I just feel bad about Abbie

🤷🏼‍♀️ reality of life but now I need to get ahold of Emery and ask him to come , what do you think after 11:00 ? He is going to move the fan and make the mesh door for the vent and I do not want him here working while they are walking through

Maybe you can tell him after 11:30 just to be on the safe side and

#120-0452
Kopchynski 000865

🤷🏼‍♀️ reality of life but now I need to get ahold of Emery and ask him to come , what do you think after 11:00 ? He is going to move the fan and make the mesh door for the vent and I do not want him here working while they are walking through

Maybe you can tell him after 11: 30 just to be on the safe side and that you can call him if they leave earlier if he's in the neighborhood wants to come earlier? I agree he should not be there

Ok 👌🏻

6/22/18 3:04 PM

What was the name of the landscape guy today what was his business called I can't remember

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