

THE STATE OF SOUTH CAROLINA  
In The Court of Appeals

Dean Alton Holcomb, Appellant,

v.

The State, Repondent.

**RECEIVED**

NOV 24 2020

**SC Court of Appeals**

\_\_\_\_\_  
Petition for a Writ of Mandamus  
\_\_\_\_\_

The petitioner, Dean Alton Holcomb, moves the court, pursuant to Rule 65 of the South Carolina Rules of Civil Procedure, for a writ of mandamus to the clerk of court to correct the record in Opinion No. 5642, State v. Holcomb, 426 S.C. 557, 827 S.E. 2d 367 (2019). In support of the motion, Holcomb shows the following to the court:

1. The "FACTS/PROCEDURAL HISTORY" of the case are false.

a. The opinion states the following false statements:

- i. "McGinn entered into a contract with Holcomb, the owner of Carolina Home Renovators, on May 25, 2012, to replace the roof of the house as well as to make incidental repairs." False. McGinn entered into a contract with Carolina Home Renovators, LLC via a commissioned salesperson. Holcomb owned 25% of CHR having three partners. The roof was valued at \$3408.26 by State Farm (page 5, exhibit #1) out of a total initial estimate of \$7180.99 or 47.46%. The other repairs were not incidental but the majority and were completed. In fact, McGinn testified at trial that work outside of the original agreement was completed by CHR contractors.

There are two trial transcripts that will be referenced, Opinion No. 5642 will be cited as (8177, Tr. p. X, line x) and Appellate Case No. 2017-1659 as (5223, Tr., p.).

The original estimate given to McGinn for the roof only was \$7877.26 (5223, Tr. p106, lines 23-25) given about a month prior to the State Farm estimate.

The Investigating officer Detective Tim Martin ("Martin") testified that the contract stated "stain siding and deck, paint door." (8177, Tr. p. 425, line 4)

CHR contractors actually painted three doors instead of the agreed upon one. Defense Counsel Shealy at trial asked and McGinn responded:

Q. "Okay. And you've testified that they painted the windows, is that correct?"

A. "They painted the doors"

Q. "But you also testified that they painted the windows."

A. "There's two windows there." (5223, Tr. p. 111).

CHR never agreed to paint any windows in the initial agreements. McGinn's wife requested the extra work.

Investigator Martin testified to Appellant acting Pro Se to the fact that CHR is a duly registered S.C. Corporation:

Q. "What is the document(exhibit #2), sir?"

A. "It's the State of South Carolina Secretary of State Articles of Organization."

Q. "Okay. For what corporation?"

A. "Carolina Home Renovators." (8177, Tr.p. 437).

Investigator Martin testified to knowing of at least one other owner of CHR prior to the arrest:

Q. "At the time that Megan Baucom came in, you have a A+ BBB rating document -- and let's go back to that document. The BBB rating, that's defendant exhibit No. 11. Let me take a look at that. All right. What are the two names?"

A. "Dean Holcomb and Claudia Whitt."

Q. Okay. Who is Ms. Claudia Whitt?"

A. "I suspect it's your partner."

Q. "A business partner, correct?"

A. "Correct." (8177, Tr.p. 444).

2. The Clarks and the dozen or so other clients of CHR at that time are irrelevant.

3. The state's case is based upon lies. The warrant (Exhibit #3) reads as follows:

"THE AFFIANT HAS EVIDENCE IMPLICATING THE DEFENDANT IN THIS CRIME. DEFENDANT IS THE REGISTERED AGENT FOR CAROLINA HOME RENOVATIONS LOCATED IN GREENVILLE. DEFENDANT TOOK A PAYMENT OF \$4295.03 IN THE FORM OF A BANK OF TRAVELERS REST CHECK #1040 FROM VICTIM. DEFENDANT WAS GOING TO REPLACE VICTIM'S ROOF. DEFENDANT SIGNED THE BACK OF THE CHECK AND CASHED THE CHECK. DEFENDANT NEVER DID ANY OF THE WORK."

4. Martin Incident reports show that he took the original statement from McGinn's step daughter on January 31, 2013. See the Supplemental Record for the pending case #2017-1659, pages 103-114 hereafter cited as "Supp. p. 103-114".

5. Martin testified that McGinn's step daughter had no direct knowledge.

Q. "All right. So, basically, in your case file, Ms. Baucom, according to her Facebook, at the time this contract was written was in prison; is that correct?"

A. "Yeah."

Q. "Okay. So she had no personal knowledge of this contract is that correct?"

A. "Correct." (8177, Tr.p. 448).

6. Martin testified that he had no direct knowledge of the McGinn/CHR contract and the subsequent work that was done.

Q. "Okay. So would you say most of the time, you're in the office?"

A. "Ninety percent of the time, we're in the office."

Q. "So it's kind of like a drive-in service?"

A. "Kind of."

Q. "Drive-in investigations. Okay. So in a proper investigation of an actual crime, okay, normally, police go out and take pictures; is that correct?"

A. "Correct." (8177, Tr. p. 464, lines 17-25).


Q. "Of Mr. McGinn's home? Well, we don't know. You've never been there, so you really don't know if it's Mr. McGinn's home?"

A. "Never been there. I won't tell you a lie about that."  
(8177, Tr.p. 465, lines 22-25)

7. Martin admitted under direct examination by the Appellant at the 8177 trial that every single sentence was false and misleading. See the pending Appellate Case No. 2017-1659, Pro Se Anders brief for specific quotes from the trial transcript.
8. The court inadvertently wrote the "Facts" of this case based upon false information provided by the state.
9. The Obtaining Money Under False Pretenses was order expunged (Exhibit #3). Petitioner certifies this motion as an affidavit under penalty of perjury as true and accurate to the best of his knowledge.

WHEREFORE, the petitioner moves the court for a writ of mandamus directing it's clerk of court to correct the record and such other and further relief in favor of the petitioner as the court deems just and proper. Petitioner further asks the court to waive any requirement regarding the need for a certificate of service.

Respectfully submitted this 16<sup>th</sup> day of November 2020.

  
Dean Alton Holcomb  
Pro Se  
Political Prisoner #369696  
Kirkland Concentration Camp  
4344 Broad River Road  
Columbia, SC 29210



Carolina Home Renovators  
 50 Rocky Creek Rd #009  
 Greenville, SC 29615  
 (864) 208-6232  
 www.carolinahomerenovators.com

WORK STARTED IN JULY

PROPOSAL 13-011973

REPRESENTATIVE <b>DEAN &amp; JARED</b>	
PHONE 208-6232	DATE 5-25-2012

To: ROBERT MCGINN  
19 BEAVER DAM RD  
TRAVELERS REST SC 29690  
 Permit needed:  City  County GREENVILLE

Cell \_\_\_\_\_  
 Home: 905-4522

Work: \_\_\_\_\_

Email: \_\_\_\_\_

**EXHIBIT 3**  
 ON  
 COURT'S  
 7-29-13

We hereby submit specifications and estimate for:

Remove all existing roof materials  to Deck  Install Over Existing Roof

Replace with SPENTREE METAL Metal Roof

Color of Roof chosen by Homeowner \_\_\_\_\_

Roof will be secure against inclement weather at the end of each day

Replace all PVC plumbing boot covers and stationary vents

Step and Counter flash all walls, chimneys. Brick/ Stucco.

Clean Grounds of debris from jobs

Roof Replacement has a Warranty  Labor 10 yrs  Materials 40 yrs

Sheets of Decking Included \_\_\_\_\_ Extras at \$ \_\_\_\_\_ Per Sheet OSB/ Plywood

EXTERIOR REPAIRS - STAIN SIDING & DECK  
PAINT DOOR

(SC 54106  
License Registration (see Website)

WE PROPOSE hereby to furnish material and labor, complete in accordance with these specifications, for the sum of:

Payable as follows: Total Due Upon Completion \$ 7180.99 -

\$4295.03 TO START

\$2885.96 - upon completion

All material is guaranteed to be as specified. Interest at the rate of one and on-half percent (1.5%) per month will be charged on any balance due more than thirty (30) days past scheduled payment date. All work to be completed in a workmanlike manner according to standard practices. Any alternatives or deviations from the above specifications involving extra cost will be executed only upon written orders and will become an extra charge over and above the estimate. Customer will pay Contractor \$0.20 per square foot per layer for any additional layers or tear off. Contractor is not responsible for incidental or collateral damage to the interior or furnishings of the structure or structures and landscaping on which the Contractor is performing the work specified in the Agreement. Contractor is responsible only for damage directly resulting from any negligent act on the part of Contractor's workers. Customer agrees to pay reasonable attorney's fees and court costs, if any, incurred by Contractor in collecting any balance due. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. There will be a \$25 fee for any returned checks. We reserve the right to cancel this contract for any reason up until day of installation.

NOTE: This proposal may be withdrawn by us if not accepted within 30 days.

ACCEPTANCE OF PROPOSAL

I have read and understand this proposal. The prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customer Signature [Signature]

Date May 25, 2012

CHR Signature Dean A. Holcomb

Date 5-25-2012

8/1PB 02/20/2013

5 FEB 2013 21 49



State Farm  
Centralized Catastrophic Services  
P.O. Box 2323  
Bloomington, IL 61702-2323  
Fax: 877-732-6556

## Structural Damage Claim Policy

When you have a covered structural damage claim to your real property, you should know:

- We want you to receive quality repair work to restore the damages to your property.
- We will provide you with a detailed estimate of the scope of the damage and costs of repairs. Should the contractor you select have questions concerning our estimate, they should contact your claim representative directly.
- Depending upon the complexity of your repair, our estimate may or may not include an allowance for general contractor's overhead and profit. If you have questions regarding general contractor's overhead and profit and whether general contractor services are appropriate for your loss, please contact your claim representative before proceeding with repairs.
- There may be building codes, ordinances, laws, or regulations that affect the repairs of your property. These items may or may not be covered by your policy. Please contact your claim representative if you have any questions regarding coverage which may be available under your policy.
- If you select a contractor whose estimate is the same as or lower than our estimate, based on the same scope of damages, we will pay based upon their estimate. If your contractor's estimate is higher than ours, you should contact your claim representative prior to beginning repairs.
- State Farm® cannot authorize any contractor to proceed with work on your property. Repairs should proceed only with your authorization.
- State Farm does not guarantee the quality of the workmanship of any contractor or guarantee that the work will be accomplished within any specific time frame.
- It is understood that the contractor is hired by you, our insured, and that they work for you - not State Farm.

If you have any questions or need additional information regarding your claim, please contact your claim representative immediately.



State Farm

13-011973

40-0217-120

MC GINN, ROBERT

Insured: MC GINN, ROBERT  
 Property: TRAVELERS REST, SC 29690-8900  
 Business: (864) 834-8221  
 Cellular: (864) 905-4522  
 Type of Loss: Hail  
 Deductible: \$1,000.00  
 Date of Loss: 4/5/2012  
 Date Inspected: 5/23/2012

Estimate: 40-0Z17-728  
 Claim Number: 400Z17728  
 Policy Number: 40-BV-8467-0  
 Price List: SCGV9F\_MAY12  
 Restoration/Service/Remodel  
 F = Factored In, D = Do Not Apply

Summary for Dwelling

Line Item Total		7,004.50
Material Sales Tax	@ 6.000% x 2,941.49	176.49
Replacement Cost Value		7,180.99
Less Depreciation (Including Taxes)		(1,885.96)
Less Deductible		(1,000.00)
Net Actual Cash Value Payment		<u>\$4,295.03</u>

Maximum Additional Amounts Available If Incurred:

Total Line Item Depreciation (Including Taxes)	1,885.96
Total Maximum Additional Amount Available If Incurred	<u>1,885.96</u>
Total Amount of Claim If Incurred	<u>\$6,180.99</u>

Rehm, Leslie  
 (866) 787-8676, x 7804

ALL AMOUNTS PAYABLE ARE SUBJECT TO THE TERMS, CONDITIONS AND LIMITS OF YOUR POLICY.

You may be contacted in the future by a State Farm Reinspector to review the handling of your claim. We appreciate your cooperation.

~~699,41~~  
~~7004.50~~  
 -4677.34 - ROOF  
2327.16

699,41  
 7180.99  
 -4677.34  
2503.65

4677      2503.65

3,180.99  
~~4295.03~~  
 2327.16 - OTHER  
1967.87  
 SMALL CLAIMS COURT!

Explanation of Building Replacement Cost Benefits

13-011973

Homeowner Policy

Dwelling

To: Name: MC GINN, ROBERT  
 Address:  
 City: TRAVELERS REST  
 State/Zip: SC, 29690-8900

Insured: MC GINN, ROBERT  
 Date of Loss: 4/5/2012

Claim Number: 400Z17728  
 Cause of Loss: HAIL

Your insurance policy provides replacement cost coverage for some or all of the loss or damage to your dwelling or structures. Replacement cost coverage pays the actual and necessary cost of repair or replacement, without a deduction for depreciation, subject to your policy's limit of liability. To receive replacement cost benefits you must:

1. Complete the actual repair or replacement of the damaged part of the property within two years of the date of loss; and
2. Notify us within 30 days after the work has been completed.
3. Confirm completion of repair or replacement, by submitting invoices, receipts or other documentation to your agent or claim office.

Until these requirements have been satisfied, our payment(s) to you will be for the actual cash value of the damaged part of the property, which may include a deduction for depreciation.

Without waiving the above requirements, we will consider paying replacement cost benefits prior to actual repair or replacement if we determine repair or replacement costs will be incurred because repairs are substantially under way or you present a signed contract acceptable to us.

The estimate to repair or replace your damaged property is \$7,180.99. The enclosed claim payment to you of \$4,295.03 is for the actual cash value of the damaged property at the time of loss, less any deductible that may apply. We determined the actual cash value by deducting depreciation from the estimated repair or replacement cost. Our estimate details the depreciation applied to your loss. Based on our estimate, the additional amount available to you for replacement cost benefits (recoverable depreciation) is \$1,885.96.

If you cannot have the repairs completed for the repair/replacement cost estimated, please contact your claim representative prior to beginning repairs.

All policy provisions apply to your claim.

MC GINN, ROBERT

State Farm

13-011973

40-0Z17-728

Dwelling Interior

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

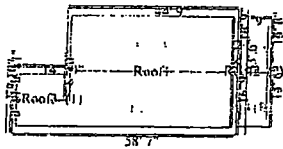
DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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\*\*NO DAMAGE AT THE TIME OF THE INSPECTION, PER INSURED\*\*

Totals: Dwelling Interior			0.00	0.00	0.00	0.00
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Dwelling Exterior

Roof



2,185.03 Surface Area	21.85 Number of Squares
281.17 Total Perimeter Length	68.58 Total Ridge Length

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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1. Remove Tear off, haul and dispose of comp. shingles - 3 tab	21.85 SQ	33.49	0.00	731.76		731.76
2. Detach & Reset Digital satellite system with one receiver	1.00 EA	19.63	0.00	19.63		19.63
3. R&R Continuous ridge vent - shingle-over style	68.58 LF	6.33	13.91	448.02		448.02
4. 3 tab - 25 yr. - composition shingle roofing - incl. felt	24.33 SQ	143.52	133.64	3,625.48	(1,416.64)	2,208.85

Totals: Roof			147.55	4,824.89	1,416.64	3,408.26
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Front Elevation

266.82 SF Walls	0.00 SF Ceiling
0.00 SF Floor	266.82 SF Short Wall
266.82 SF Long Wall	

Formula Elevation 24' 11" x 8' 6" x 4' 5"

266.82 SF Walls & Ceiling
24.92 LF Floor Perimeter
26.44 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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CONTINUED - Front Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
5. R&R Rural mailbox	1.00 EA	40.09	1.42	41.51	(21.36)	20.15
6. Clean with pressure/chemical spray	480.15 SF	0.21	0.29	101.12		101.12
The above line item measurements includes the front elevation siding and the deck.						
7. Stain & finish wood siding	266.82 SF	0.85	4.48	231.28	(78.40)	152.88
8. Stain/finish deck handrail	48.67 LF	3.40	2.37	167.85	(41.37)	126.48
9. Stain/finish deck	269.33 SF	0.47	2.26	128.85	(39.57)	89.28
The above line item measurement includes the deck and stairs.						
10. Stain & finish Post/wood beam 12"x12"	26.67 LF	5.38	2.13	145.61	(37.23)	108.38
11. Stain & finish post/wood beam 6"x6"	53.75 LF	2.68	2.13	146.18	(37.23)	108.95
12. Paint door or window opening - Large - 2 coats (per side)	1.00 EA	20.55	0.24	20.79	(4.25)	16.54
<b>Totals: Front Elevation</b>			<b>15.32</b>	<b>983.19</b>	<b>259.41</b>	<b>723.78</b>

Right Elevation

Formula Elevation 42' 9" x 8' 6" x 0"

Subroom 1: Right Elevation Offset (Rear)

Formula Elevation 13' 10" x 8' 6" x 0"

480.96 SF Walls

0.00 SF Ceiling

480.96 SF Walls & Ceiling

0.00 SF Floor

480.96 SF Short Wall

56.58 LF Floor Perimeter

480.96 SF Long Wall

56.58 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
13. Clean with pressure/chemical spray	552.96 SF	0.21	0.33	116.45		116.45

The above line item measurements includes the right elevation siding and the deck.

14. Stain & finish wood siding	480.96 SF	0.85	8.08	416.90	(141.32)	275.58
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MC GINN, ROBERT

State Farm

13-011973

40-0Z17-723

CONTINUED - Right Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
15. Stain/finish deck handrail	22.00 LF	3.40	1.07	75.87	(18.70)	57.17
16. Stain/finish deck	97.00 SF	0.47	0.81	46.40	(14.25)	32.16
The above line item measurement includes the deck and stairs.						
* 17. R&R Downspout - aluminum - up to 5"	12.00 LF	4.07	1.56	50.40	(16.48)	33.91
18. R&R Window screen, 10 - 16 SF	1.00 EA	27.54	1.35	28.89	(11.95)	16.95
19. Paint door or window opening - 2 coats (per side)	2.00 EA	17.42	0.41	35.25	(7.22)	28.03
<b>Totals: Right Elevation</b>			<b>13.62</b>	<b>770.17</b>	<b>209.91</b>	<b>560.25</b>

Rear Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>**THERE WAS NO EVIDENCE OF WIND OR HAIL DAMAGE NOTED TO THE REAR ELEVATION DURING THE INSPECTION**</b>						
<b>Totals: Rear Elevation</b>			<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

Left Elevation

0.00 SF Walls	0.00 SF Ceiling	0.00 SF Walls & Ceiling
0.00 SF Floor	0.00 SF Short Wall	0.00 LF Floor Perimeter
0.00 SF Long Wall		0.00 LF Ceil. Perimeter

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>**THERE WAS NO EVIDENCE OF WIND OR HAIL DAMAGE NOTED TO THE LEFT ELEVATION DURING THE INSPECTION**</b>						

CONTINUED - Left Elevation

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
<b>Totals: Left Elevation</b>			0.00	0.00	0.00	0.00
<b>Area Totals: Dwelling Exterior</b>						
747.77 SF Walls		747.77 SF Short Wall		747.77 SF Walls and Ceiling		
747.77 SF Long Wall				81.50 LF Floor Perimeter		
397.31 Exterior Wall Area				83.02 LF Ceil. Perimeter		
2,185.03 Surface Area		21.85 Number of Squares		562.33 Total Perimeter Length		
68.58 Total Ridge Length						
<b>Totals: Dwelling Exterior</b>			176.49	6,578.25	1,885.96	4,692.29

Metal Shed

0.00 SF Walls		0.00 SF Ceiling		0.00 SF Walls & Ceiling		
0.00 SF Floor		0.00 SF Short Wall		0.00 LF Floor Perimeter		
0.00 SF Long Wall				0.00 LF Ceil. Perimeter		

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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\*\*THERE WAS NO EVIDENCE OF WIND OR HAIL DAMAGE NOTED TO THE METAL SHED DURING THE INSPECTION\*\*

<b>Totals: Metal Shed</b>			0.00	0.00	0.00	0.00
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Debris Removal

0.00 SF Walls		0.00 SF Ceiling		0.00 SF Walls & Ceiling		
0.00 SF Floor		0.00 SF Short Wall		0.00 LF Floor Perimeter		
0.00 SF Long Wall				0.00 LF Ceil. Perimeter		

DESCRIPTION	QUANTITY	UNIT PRICE	TAX	RCV	DEPREC.	ACV
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20. Haul debris - per pickup truck load - including dump fees	1.00 EA	89.60	0.00	89.60		89.60
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<b>Totals: Debris Removal</b>			0.00	89.60	0.00	89.60
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<b>Line Item Subtotals: 40-0Z17-728</b>			176.49	6,667.85	1,885.96	4,781.89
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Adjustments for Base Service Charges	Adjustment
Carpenter - Mechanic	98.10
Cleaning Technician	51.12
General Laborer	25.15
Painter	76.38
Roofer	164.43
Siding Installer	97.96
<b>Total Adjustments for Base Service Charges:</b>	<b>513.14</b>

**Grand Total Areas:**

747.77 SF Walls	747.77 SF Short Wall	747.77 SF Walls and Ceiling
747.77 SF Long Wall		81.50 LF Floor Perimeter
		83.02 LF Ceil. Perimeter
397.31 Exterior Wall Area		
2,185.03 Surface Area	21.85 Number of Squares	562.33 Total Perimeter Length
68.58 Total Ridge Length		

## Trade Summary

13-011973

Includes all applicable Tax, General Contractor O&amp;P, and Base Service Charges

DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
<b>CLN CLEANING</b>					
Clean with pressure/chemical spray	1,033.11 SF	\$268.69	\$268.69	\$0.00	\$0.00
<b>TOTAL CLEANING</b>		<b>\$268.69</b>	<b>\$268.69</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>DMO GENERAL DEMOLITION</b>					
Haul debris - per pickup truck load - including dump fees	1.00 EA	\$89.60	\$89.60	\$0.00	\$0.00
<b>TOTAL GENERAL DEMOLITION</b>		<b>\$89.60</b>	<b>\$89.60</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>ELS ELECTRICAL - SPECIAL SYSTEMS</b>					
Detach & Reset Digital satellite system with one receiver	1.00 EA	\$44.78	\$44.78	\$0.00	\$0.00
<b>TOTAL ELECTRICAL - SPECIAL SYSTEMS</b>		<b>\$44.78</b>	<b>\$44.78</b>	<b>\$0.00</b>	<b>\$0.00</b>
<b>PNT PAINTING</b>					
Stain & finish Post/wood beam 12"x12"	26.67 LF	\$153.49	\$116.26	\$0.00	\$37.23
Stain & finish post/wood beam 6"x6"	53.75 LF	\$154.09	\$116.86	\$0.00	\$37.23
Stain/finish deck	366.33 SF	\$184.71	\$130.89	\$0.00	\$53.82
Stain/finish deck handrail	70.67 LF	\$256.91	\$196.85	\$0.00	\$60.06
Paint door or window opening - 2 coats (per side)	2.00 EA	\$37.16	\$29.94	\$0.00	\$7.22
Paint door or window opening - Large - 2 coats (per side)	1.00 EA	\$21.93	\$17.68	\$0.00	\$4.25
Stain & finish wood siding	747.78 SF	\$683.09	\$463.37	\$0.00	\$219.72
<b>TOTAL PAINTING</b>		<b>\$1,491.38</b>	<b>\$1,071.85</b>	<b>\$0.00</b>	<b>\$419.53</b>
<b>RFG ROOFING</b>					
3 tab - 25 yr. - composition shingle roofing - incl. felt	24.33 SQ	\$3,773.10	\$2,356.46	\$0.00	\$1,416.64
Remove Tear off, haul and dispose of comp. shingles - 3 tab	21.85 SQ	\$731.76	\$731.76	\$0.00	\$0.00
R&R Continuous ridge vent - shingle-over style	68.58 LF	\$464.83	\$464.83	\$0.00	\$0.00
<b>TOTAL ROOFING</b>		<b>\$4,969.69</b>	<b>\$3,553.05</b>	<b>\$0.00</b>	<b>\$1,416.64</b>
<b>SFG SOFFIT, FASCIA, &amp; GUTTER</b>					
R&R Downspout - aluminum - up to 5"	12.00 LF	\$148.35	\$131.87	\$0.00	\$16.48
<b>TOTAL SOFFIT, FASCIA, &amp; GUTTER</b>		<b>\$148.35</b>	<b>\$131.87</b>	<b>\$0.00</b>	<b>\$16.48</b>
<b>SPE SPECIALTY ITEMS</b>					
R&R Rural mailbox	1.00 EA	\$98.85	\$77.49	\$0.00	\$21.36

Note: Slight variances may be found within report sections due to rounding

Date: 5/20/2013 4:16 PM

Page: 10

Trade Summary

13-011973

Includes all applicable Tax, General Contractor O&P, and Base Service Charges

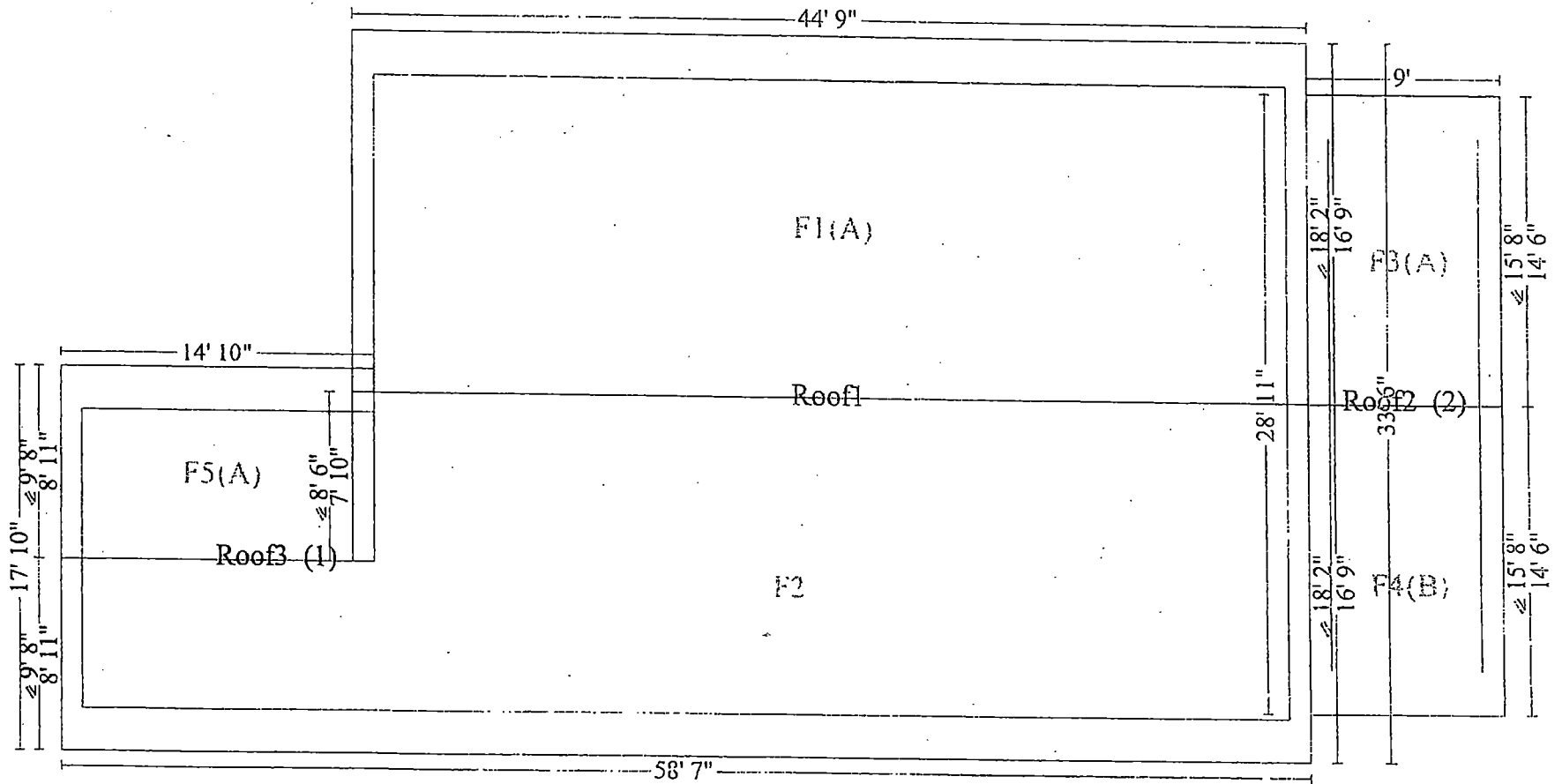
DESCRIPTION	LINE ITEM QTY	REPL. COST TOTAL	ACV	NON-REC. DEPREC.	MAX ADDL. AMT AVAIL.
<b>SPE SPECIALTY ITEMS</b>					
<b>TOTAL SPECIALTY ITEMS</b>		\$98.85	\$77.49	\$0.00	\$21.36
<b>WDR WINDOW REGLAZING &amp; REPAIR</b>					
R&R Window screen, 10 - 16 SF	1.00 EA	\$69.65	\$57.70	\$0.00	\$11.95
<b>TOTAL WINDOW REGLAZING &amp; REPAIR</b>		\$69.65	\$57.70	\$0.00	\$11.95
<b>TOTALS</b>		\$7,188.99	\$5,295.03	\$0.00	\$1,885.96

Note: Slight variances may be found within report sections due to rounding

Date: 5/20/2013 4:16 PM

Recap of Taxes, Overhead and Profit

	GC Overhead (0%)	GC Profit (0%)	Material Sales Tax (6%)	Laundry & D/C Tax (6%)	Manuf. Home Tax (2%)	Storage Rental Tax (6%)
Line Items	0.00	0.00	176.49	0.00	0.00	0.00
Base Service Charges	0.00	0.00	0.00	0.00	0.00	0.00
<b>Total</b>	<b>0.00</b>	<b>0.00</b>	<b>176.49</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>



ARREST WARRANT

3005  
5-20-13

STATE OF SOUTH CAROLINA

County/  Municipality of  
Greenville

AFFIDAVIT

ORIGINAL

Form Approved by  
S.C. Attorney General  
April 21, 2003  
SCCA 518

2013A2330202932

STATE OF SOUTH CAROLINA

Entered On  
**NCIC**

County/  Municipality of  
Greenville

Personally appeared before me the affiant JT Martin

being duly sworn deposes and says that defendant Dean Alton Holcomb  
did within this county and state on or about 5/25/2012

State of South Carolina (or ordinance of  County/  Municipality of  
in the following particulars: Greenville

who violate the criminal laws of the

THE STATE  
against

13-011973

CODE B

DESCRIPTION OF OFFENSE: Breach / Breach of trust with fraudulent intent, value more than \$2,000 but less than \$10,000

Dean Alton Holcomb

Address:

Greenville, SC 29615-

Phone: \_\_\_\_\_ SSN: \_\_\_\_\_  
Sex: M Race: W Height: 5 11 Weight: 180

DL State: SC DL #: \_\_\_\_\_  
DOB: \_\_\_\_\_ Agency ORI #: SC0230000

Prosecuting Agency: Greenville County Sheriffs Office  
Prosecuting Officer: J T Martin - 0224

Offense: Breach / Breach of trust with fraudulent intent,  
value more than \$2,000 but less than \$10,000

Offense Code: 3423  
Code/Ordinance Sec: 16-13-0230(A)

This warrant is CERTIFIED FOR SERVICE in the  
 County/  Municipality of

The accused \_\_\_\_\_ to be  
is to be arrested and brought before me to be  
dealt with according to the law.

Signature of Affiant

STATE OF SOUTH CAROLINA  
 County/  Municipality of  
Greenville

Affiant's Address 4 Mcgee Street  
Greenville, SC 29601-  
Affiant's Telephone (864)271-5210

**COMPUTER ENTERED**

(L.S.)

Signature of Judge

Date:

APR 16 2013

ARREST WARRANT

TO ANY LAW ENFORCEMENT OFFICER OF THIS STATE OR MUNICIPALITY OR ANY CONSTABLE OF THIS COUNTY:  
I, \_\_\_\_\_ appearing from the above affidavit that there are reasonable grounds to believe that  
**GREENVILLE COUNTY**  
**SHERIFF'S OFFICE**  
on or about 5/25/2012

defendant Dean Alton Holcomb  
did violate the criminal laws of the State of South Carolina (or ordinance of  
 County/  Municipality of Greenville) as set forth below.

DESCRIPTION OF OFFENSE: Breach / Breach of trust with fraudulent intent, value more than \$2,000 but less than \$10,000

Having found probable cause and the above affiant having sworn before me, you are empowered and directed to arrest the said defendant and bring him or  
her before me forthwith to be dealt with according to law. A copy of this Arrest Warrant shall be delivered to the defendant at the time of its execution, or as  
soon thereafter as is practicable  
Sworn to and subscribed before me  
on 4/12/2013

Signature of Issuing Judge  
James E. Hudson  
Judge Code: 5031

(L.S.)

Judge's Address 4 Mcgee Street, Room 116-B  
Greenville, SC 29601-  
Judge's Telephone (864)467-5302

Issuing Court:  Magistrate  Municipal  Circuit

ORIGINAL

ORIGINAL

ORIGINAL

ORIGINAL

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ORIGINAL

RETURN  
A copy of this arrest warrant was delivered to  
defendant Dean Alton Holcomb  
on 5-16-2013

Signature of Constable/Law Enforcement Officer #1342 0739

RETURN WARRANT TO:

Greenville General Sessions  
305 E. North Street  
Greenville County Courthouse  
Greenville, SC 29601-2120

*Sworn*

15 APR 13 AM 9:54

STATE OF SOUTH CAROLINA )  
COUNTY OF GREENVILLE )

IN THE COURT OF GENERAL SESSIONS  
ORDER FOR DESTRUCTION OF ARREST RECORDS

THE STATE OF SOUTH CAROLINA )  
v. )

Race W Sex M Age 49  
DOB \_\_\_\_\_ SSN \_\_\_\_\_

SID # SC01126742

DEAN ALTON HOLCOMB #369696  
Defendant

Charges were disposed of in the court indicated below:

DEAN ALTON HOLCOMB  
AKA

Magistrate  Municipal  General Sessions  
DIRECT PRESENTMENT

20 FEB 28 PM 07  
Paul Wickensmer 000 GVL 509

IT APPEARS that the defendant is entitled to have all records, including any outstanding associated bench warrants, relating to this offense expunged and destroyed or sealed according to the applicable section of the South Carolina Code of Laws indicated below:

Warrant/GS No. 2015GS2304600A Date of Arrest 06/30/2015 Place of Arrest GREENVILLE County, S.C. GREENVILLE

Arrest Charge Breach / Breach of trust, obtaining property under false tokens, value more than \$2,000, but less than \$10,000

<input checked="" type="checkbox"/>	§ 17-1-40. The charge was dismissed, <i>nolle prossed</i> , or the defendant was found not guilty on <u>12/10/2019</u> .
<input type="checkbox"/>	§ 22-5-910. The defendant was convicted of an offense in magistrate, municipal or general sessions court for a crime carrying a penalty of not more than 30 days imprisonment or a fine of \$1,000, or both, on _____, that offense did not involve an offense involving the operation of a motor vehicle, and no additional criminal conviction as defined by §22-5-910 has taken place within three years from date of conviction or five years from the date of conviction for first offense criminal domestic violence (conduct occurring prior to June 4, 2015) or third degree domestic violence under §16-25-20. ( <i>Summary court judge must attest to eligibility if disposed of in that court.</i> )
<input type="checkbox"/>	§ 22-5-920. The defendant was convicted of a first offense as a youthful offender on _____, that offense did not involve the exceptions enumerated in § 22-5-920, and no additional criminal conviction as defined by §22-5-920 has taken place during a five-year period following completion of his sentence, including probation and parole as a youthful offender. The sentence was completed on _____.
<input type="checkbox"/>	§ 22-5-930(A). The defendant was convicted of a first offense simple possession of a controlled substance under Article 3, Chapter 53, Title 44 or unlawful possession of a prescription drug under Section 40-43-86 (EE) on _____ and no additional convictions, to include out-of-state convictions, have taken place during a three-year period following completion of his sentence, including probation and parole. The sentence was completed on _____.
<input type="checkbox"/>	§ 22-5-930(B). The defendant was convicted of a first offense possession with intent to distribute a controlled substance under Article 3, Chapter 53, Title 44 on _____ and no additional convictions, to include out-of-state convictions, have taken place during a twenty-year period following completion of his sentence, including probation and parole. The sentence was completed on _____.
<input type="checkbox"/>	§ 34-11-90(e). The defendant was convicted of a first offense misdemeanor under the fraudulent check law on _____ and no additional criminal conviction as defined by §34-11-90(e) has taken place in one year from date of conviction.
<input type="checkbox"/>	§ 44-53-450(B). The defendant, who has not previously been convicted of any offense under Article 3, Chapter 53, Title 44 or any offense under any state or federal statute relating to marijuana, stimulant, depressant, or hallucinogenic drugs, successfully completed all terms of and received a conditional discharge of possession of a controlled substance under Section 44-53-370(c) and (d), or Section 44-53-375(A).
<input type="checkbox"/>	§ 56-5-750(F). The defendant was convicted of a misdemeanor first offense failure to stop motor vehicle on _____ and no additional criminal conviction has taken place for three years after completion of the sentence. The sentence was completed on _____.

SLED verifies the offense listed above is eligible for expungement:  Yes  No SLED \_\_\_\_\_ Date \_\_\_\_\_

IT IS ORDERED that all records relating to such arrest and subsequent discharge, including associated bench warrants, pursuant to the above-referenced section be expunged and destroyed and that no evidence of such records pertaining to such charge shall be retained by any municipal, county or state agency except as follows:

- arrest and booking record, associated bench warrants, mug shots and fingerprints of the defendant shall be retained under seal pursuant to § 17-1-40, by law enforcement, detention, correctional and prosecution agencies for three years and one hundred twenty days, and law enforcement and prosecution agencies may retain the information indefinitely under seal for purposes set forth in § 17-1-40 (B)(1)(a) and (b); under § 17-1-40 (C)(1), this order does not require the destruction of evidence gathered, un-redacted incident and supplemental reports, and investigative files, which statutorily shall be retained under seal for three years and one hundred twenty days, and may be retained indefinitely under seal for purposes set forth in § 17-1-40 (C)(1); and information retained under seal by law enforcement, detention, correctional and prosecution agencies pursuant to § 17-1-40 is not a public information and is exempt from disclosure, except by court order;
- probation records retained by S.C. Department of Probation, Pardon, and Parole Services pursuant to § 17-1-40 (B)(3) whose charges were dismissed by conditional discharge pursuant to § 44-53-450;
- nonpublic information retained by S.C. Law Enforcement Division (SLED) pursuant to § 22-5-910, § 22-5-920, § 34-11-90(e), and §44-53-450; and
- nonpublic information retained by SLED and S.C. Department of Public Safety/Department of Motor Vehicles pursuant to § 56-5-750(F), as well as any nonpublic records retained by S.C. Commission on Prosecution Coordination as required by law.

PKM

Name: DEAN ALTON HOLCOMB #369696

SSN#: XXXXX4144

S.C. Bar No.:

Name of Defense Counsel (if represented)

To be completed by Summary Court Judge if charge disposed of in that court:

I ATTEST that the defendant is eligible for expungement pursuant to § 22-5-910, § 34-11-90(e), or § 44-53-450(B).

I CERTIFY (check one):

[ ] The defendant was fingerprinted and the summary court has coordinated with SLED and confirmed the criminal charge is statutorily appropriate for expungement.

[ ] The defendant was not fingerprinted and the summary court has coordinated with the arresting law enforcement agency and confirmed that no fingerprints were taken from the defendant for this charge.

Summary Court Judge

Printed/Typed Name: Signed this day of , 20

To be completed by Solicitor:

Solicitor: [x] Consents [ ] Declines to Consent [ ] Determined ineligible for expungement

The charge covered by this order was not dismissed or nolle prossed because of successful completion of the Pre-Trial Intervention Program, Traffic Education Program, Alcohol Education Program, or any other statutorily authorized diversion program operated by a solicitor's office. The charge covered by this order can legally be expunged.

Circuit Solicitor

Printed/Typed Name: Ryan Holloway Signed this 20th day of February, 2020

IT IS SO ORDERED.


FEB 24 2020

Circuit Court Judge

Judge Code Signed this day of , 20

For SLED internal use only: Expunged by SLED by: Date:

gkm

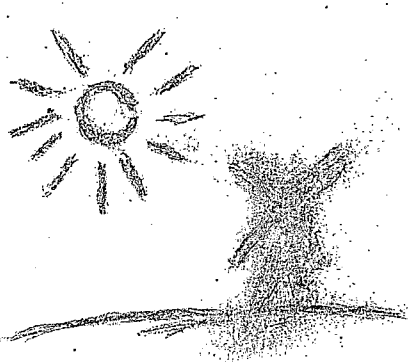


Dean A. Holcomb  
Political Prisoner# 369696  
Kirkland Concentration Camp  
4344 Broad River Road, F2-240  
Columbia, SC 29210

16 November 2020

S.C. Court of Appeals  
P.O. Box 11629  
Columbia, SC 29211

Re: Emergency Mandamus  
State v. Holcomb  
Appellate Case No. 2016-41927  
Opinion No. 5642



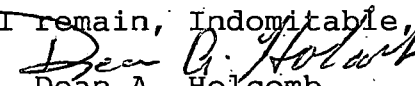
**RECEIVED**

NOV 24 2020  
SC Court of Appeals

Dear Ms. Kitchens:

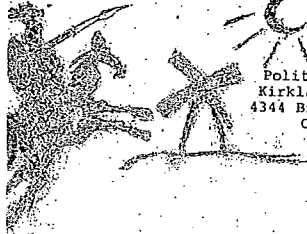
Please find an emergency mandamus for the court to consider.  
I ask that you stamp a copy of this letter and the mandamus  
and return a copy to me for my records.

Thanks.

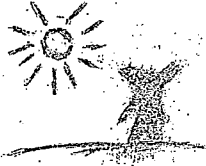
As I remain, Indomitable,  
  
Dean A. Holcomb  
Pro Se Zek

And He said, "Woe unto you also, ye lawyers! for ye lade men with  
burdens grievous to be borne, and ye yourselves touch not the  
burdens with one of your fingers." Luke 11:46

Inter Agency

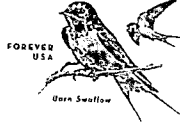


Dean A. Holcomb  
Political Prisoner# 369696  
Kirkland Concentration Camp  
4344 Broad River Road, F2-240  
Columbia, SC 29210



LEGAL  
MAIL  
ONLY

S.C Court of Appeals  
The Honorable Jenny A. Kitchens, Clerk  
P.O. Box 11629  
Columbia, S.C. 29211



URGENT MANDAMUS

SCDC

NOV 23 2020

MAIL ROOM

RECEIVED

NOV 24 2020

SC Court of Appeals