

In The Matter Of:
EVARISTA LORENZO v.
PORT CITY ELEVATOR, ET AL

RECEIVED

RANDY BEVERLY MAR 25 2021
December 10, 2020 SC Court of Appeals

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STATE OF SOUTH CAROLINA) IN THE COURT OF
COUNTY OF GEORGETOWN) COMMON PLEAS
CASE NO: 18-CP-22-00824

EVARISTA JUAN LORENZO,)
)
 PLAINTIFF,)
)
 vs.)
)
 PORT CITY ELEVATOR, INC.;)
 ALAN TOPPER d/b/a TOPPERS ALL)
 CONSTRUCTION; 20/20 CUSTOM)
 CONTRACTORS, LLC; AND CITADEL)
 SITE MANAGEMENT, LLC, DVB)
 CONSTRUCTION, a/k/a DVB)
 CONSTRUCTION, LLC; DVB)
 MULTISERVICES, LLC; BEVERLY)
 CONSTRUCTION GROUP, LLC;)
 BEVERLY HOMES, LLC; BEVERLY)
 HOMEBUILDERS, LLC; STRAND)
 PAINT CONTRACTORS, LLC; DEPAZ)
 PAINTING, LLC; ENHANCED)
 HEATING & AIR CONDITIONING,)
 LLC; CARLTON PENDER; AND)
 JOAN PENDER,)
)
 DEFENDANTS.)

VIDEO CONFERENCE DEPOSITION OF:

RANDY BEVERLY
December 10, 2020
10:10 a.m

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Examination by Ms. Wright

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Given before Debbie Rayl, Court

Reporter and Notary Public in and for the State

of South Carolina, in the offices of Applied

Building Sciences, Charleston, South Carolina,

on Tuesday, the 27th day of October, 2020

commencing at 10:10 a.m.

APPEARANCES:

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EXHIBITS

1. Port City Elevator Contract.....
2. Bates Number 6.....
3. Bates Number 8, diagram.....
4. Beverly Homes, LLC's Answers to Plaintiff's discovery requests.....
5. Beverly Homes, LLC's Answers to Plaintiff Requests to Admit.....
6. Strand Paint Contractors, LLC's Responses to Defendant Beverly Homes Requests for Admission.....
7. Randy Beverly business card.....
8. Residential Construction Contract.....
9. Canceled check from Carlton Pender Construction Account.....
10. Canceled check from Carlton Pender.....
11. Temporary Service Request
12. Invoice from Santee Cooper.....
13. Invoice from Santee Cooper.....

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APPEARANCES (CONTINUED)

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EXHIBITS (CONTINUED)

14. Certificate of Completion
15. Certificate of temporary power.....
16. Certificate of Occupancy.....
17. Invoice from Chris Langston.....
18. Invoice from B&A Quality Construction ... 96
19. Invoice from Strand Engineering 98
20. Invoice from Faith Landscaping..... 99
21. Invoice from Palmetto Concrete..... 101
22. Invoice from Gale Contractor Services..... 103
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24. Builder Warrantee..... 113

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STIPULATIONS

Pursuant to Notice and/or consent of the parties, the deposition hereon captioned was conducted at the time and place mentioned before Debbie Rayl, Court Reporter and Notary Public in and for the State of South Carolina.

The deposition was taken for use in accordance with the South Carolina Rules of Civil Procedure unless herein stipulated and agreed to by the parties.

It is stipulated by and between counsel for the respective parties that all objections are reserved until the time of trial save as to the form of the question.

The reading and signing of the deposition by the deponent was expressly RESERVED by the deponent.

1 later and clearly understand your answers.
2 A. Yes, ma'am.
3 Q. None of my questions are meant to
4 trick you or to confuse you. So if I ask you a
5 question that does not make sense or if you do
6 not understand my question, please let me know
7 or ask me to repeat or rephrase my question and
8 I can do that for you; okay?
9 A. Yes, ma'am.
10 Q. If you do answer my question I will
11 assume that you understood it unless you tell
12 me otherwise; is that fair?
13 A. Yes, ma'am, that is fair.
14 Q. Okay. If you need a break at any
15 time just let me know. We can take a break any
16 time you need. And if you have any questions
17 throughout the deposition please direct your
18 questions to me. And if we do take a break I
19 just want to let you know that any
20 conversations that you have with anyone,
21 including your attorney, would not be
22 privileged since the deposition has already has
23 already begun; okay?
24 A. Yes, ma'am.
25 Q. And are you under any disability or

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PROCEEDINGS

1 Whereupon,
2 (RANDY BEVERLY, having been duly
3 sworn, testified as follows:)

4 ++++++

EXAMINATION

7 BY MS. WRIGHT:

8 Q. Good morning, Mr. Beverly. My name
9 is Brooke Wright and I'm an attorney with
10 Maguire Law Firm. We represent the Plaintiff,
11 Evarista Lorenzo, regarding an incident that
12 occurred on January 17th of 2017. Have you
13 ever had your deposition taken before?

14 A. Yes, ma'am.

15 Q. Okay. Well, basically what we're
16 doing here today is my purpose is to find out
17 more information about this incident and
18 anything that you might know on behalf of
19 Beverly Homes, LLC that would be relevant or
20 related to this incident.

21 Please answer all my questions
22 today with yes or no or some other verbal
23 response rather than just nodding your head or
24 saying uh-huh or huh-uh that way the court
25 reporter can type it all up and we can read it

1 on any medications today ---
2 (Off the record to fix audio
3 issues.)
4 BY MS. WRIGHT:
5 Q. Mr. Beverly, I think I was asking
6 are you under any disability or on any
7 medications today that would impair your
8 testimony?
9 A. No, ma'am.
10 Q. And finally I just want to remind
11 you that you are under oath so you must answer
12 my questions truthfully. Do you understand
13 that you are under oath?
14 A. Yes, ma'am.
15 Q. Thank you. Please state your full
16 name.
17 A. Randy Allen Beverly.
18 Q. And what is your date of birth?
19 A. 5/24 of 1949.
20 Q. And do you have any relatives that
21 live in Horry County over the age of eighteen
22 years old?
23 A. Yes, a lot.
24 Q. And I'm asking because if this case
25 were to go to trial I don't want those

1 relatives to be on a jury. So what is the last
2 name of your relatives who reside in Horry
3 County over the age of eighteen years old?

4 A. Of course, Beverlys and Mishoes M-
5 i-s-h-o-e, Creel C-r-e-e-l, ---

6 (Off the record, internet
7 interference.)

8 BY MS. WRIGHT:

9 Q. Okay. What is your address?

10 A. My residence address?

11 Q. Yes, sir.

12 A. 110 Park Avenue, Conway.

13 Q. And what is your current
14 employment, if any?

15 A. I do go to work every day and I
16 mean I wear a lot of hats. I mean I'm the
17 managing member of a -- of a garbage business,
18 I'm the managing member of Beverly Homes, I'm
19 the managing member of two liquor stores, I'm
20 the managing member of a company that owns a
21 fleet of trucks, tractor trailer trucks, so I
22 kind of wear a bunch of hats.

23 Q. Okay. Well, let me start with this
24 then. Did you graduate from college?

25 A. No, I did not.

1 A. Kingston Presbyterian.

2 Q. And are you a member of any clubs
3 or organizations in Horry County?

4 A. No -- no.

5 Q. I'm going to ask a couple of
6 questions I ask everyone so please don't be
7 offended. Have you ever been arrested?

8 A. No, ma'am.

9 Q. And have you ever had a traffic
10 ticket or a citation?

11 A. Yes.

12 Q. Okay. Have you lived in any State
13 other than South Carolina?

14 A. No -- no, I haven't.

15 Q. Have you ever served in the
16 military?

17 A. Kinda sorta. I was in National
18 Guard for six years. I was active for four
19 months. You know, when you're in National
20 Guard you go to basic training, but -- but I'm
21 a member of the South Carolina National for six
22 years.

23 Q. And did you receive an honorable
24 discharge?

25 A. Yes, I did.

1 Q. Okay. And what is the highest
2 level of education that you completed?

3 A. I went through my -- well, I
4 completed my sophomore year at Coastal
5 Carolina.

6 Q. And what high school did you
7 graduate from?

8 A. Conway High School.

9 Q. What was your major or course of
10 study at Coastal Carolina?

11 A. Business.

12 Q. Was there any particular reason
13 that you did not finish your degree?

14 A. Well, at that time Coastal was only
15 two years and I actually went to Coastal -- me
16 and a guy from Myrtle Beach got the first
17 basketball scholarship to ever go. And so I
18 got a basketball scholarship. We just didn't
19 have the money. We were sharecroppers in a
20 rural area and I just couldn't afford it.

21 Q. Okay. Are you a member of a
22 church?

23 A. Yes.

24 Q. And what is the name of that
25 church?

1 Q. After college and high school, of
2 course, what was your employment?

3 A. I worked at a tire store in North
4 Conway called B&M Tire Service.

5 Q. Have you ever worked for a
6 construction company or have a construction
7 background?

8 A. Yes, I have.

9 Q. Okay. What construction company
10 have you worked for?

11 A. In the very beginning I was a
12 shareholder in construction called Kingston
13 Construction Company. Me and a guy named
14 Richard Garriss owned that company.

15 Q. And was that company located in
16 Horry County?

17 A. Yes.

18 Q. And with Kingston Construction were
19 you involved in building houses?

20 A. Yes.

21 Q. And did Kingston Construction also
22 do commercial construction?

23 A. No.

24 Q. And is Kingston Construction still
25 an active company?

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1 A. No.
2 Q. Okay. Why did that company
3 dissolve?
4 A. I don't know. I sold my interest
5 to Richard Garris after about three or four
6 years and he -- he stayed there for a while and
7 got out of it.
8 Q. And approximately what year did you
9 end your involvement with Kingston
10 Construction?
11 A. I'd say probably 1980 -- somewhere
12 around the mid-1980s.
13 Q. And for how many years total were
14 you involved with Kingston Construction?
15 A. Approximately three or four.
16 Q. And have you been employed with any
17 other construction company?
18 A. Yes.
19 Q. Okay. Tell me about that.
20 A. I'm not sure what year, sometime
21 later after I dissolved my relationship with --
22 with Kingston Construction. Four, five, six
23 years later I started Beverly Construction
24 Company, Inc.
25 Q. And was that company Beverly

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1 Construction Company, Inc. started in the
2 1990s?
3 A. I would say the early 1990s would
4 be my guess now.
5 Q. And is Beverly Construction
6 Company, Inc. still an active company?
7 A. The corporation still exists, yes,
8 but that's no longer a licensed contractor.
9 Q. Okay. And were you the sole owner
10 of Beverly Construction Company, Inc.
11 A. Yes, ma'am.
12 Q. And did Beverly Construction
13 Company, Inc. build residential homes?
14 A. Yes.
15 Q. Did Beverly Construction Company,
16 Inc. build any commercial properties?
17 A. No, ma'am.
18 Q. And approximately what year did you
19 end Beverly Construction Company, Inc. being a
20 active builder?
21 A. Probably -- probably about 2009 or
22 maybe 2010, somewhere around there.
23 Q. Do you have any licenses or
24 certifications yourself as a general contractor
25 or a builder?

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1 A. No, ma'am. That -- that's why
2 referring to -- that's what I relinquished it
3 in 2009 or 2010. The license was in my name
4 for the construction company and those license
5 expired in I think it was about 2009. And I
6 haven't -- haven't -- don't have any license
7 since then.
8 Q. Okay. So in the past were you a
9 licensed general contractor?
10 A. No.
11 Q. Okay. Have you ever had any
12 license or certification in the construction
13 industry?
14 A. Yes. Yes, I had a residential
15 construction license. That's a big difference
16 between general contractor and residential. I
17 would only license to build residential.
18 Q. Okay. And your license, the
19 residential construction license was that
20 issued through the State of South Carolina?
21 A. That's correct, yes.
22 Q. And was your residential
23 construction license issued to you in your name
24 as a individual or a company?
25 A. Me individually.

Page 20

1 Q. And do you know how many years or
2 during what time period you held a residential
3 construction license?
4 A. I would say approximately -- I
5 would say approximately, '90 -- about seventeen
6 or eighteen years.
7 Q. And is a residential construction
8 license something that has to be renewed?
9 A. Yes.
10 Q. Okay. How often does it have to be
11 renewed?
12 A. Well, it's been a while now, but I
13 -- I think every two years. I think -- I think
14 it was every two years.
15 Q. What did you have to do to obtain a
16 residential construction license?
17 A. Well, there's a exam you take. You
18 go to Columbia to the LLR and -- and I don't
19 remember now. I mean the questions on this --
20 and actually there was some pre-requisite you
21 had to take some courses and actually I went
22 out to Tech, Horry Georgetown Tech and took
23 some courses to prepare myself for the exam.
24 Q. Okay. You mentioned that a
25 residential construction license is different

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1 from a general contractor license. Can you
2 tell me just in generic terms what's the
3 difference?

4 A. Basically a residential
5 contractor's license you can only build
6 residential houses. A general contractor
7 license is just what you -- you can build
8 residential and commercial. And then ---

9 Q. Why did you stop working with your
10 residential construction license with Beverly
11 Construction Company, Inc.?

12 A. Actually I didn't want to compete
13 with my son. He had gotten into the
14 construction business about that same time and
15 I just got out of it. I'd had enough gray
16 hairs over it. Headaches, like I said, but I
17 just turned that over to the younger crowds.

18 Q. Okay. So did your son take over
19 the business that you'd already established or
20 did he start his own?

21 A. He started his own. He started
22 Beverly Construction Group, LLC is the company
23 he stated.

24 Q. Were you involved in helping him
25 start that company?

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1 A. When he first got started yeah,
2 just to -- you know, he was pretty fresh out of
3 college and I kind of helped. You know, he --
4 he kept some of my subs that I had and I kind
5 of helped him through the training. You know,
6 just like any father would do, yes.

7 Q. Okay. And this son that you're
8 referring to what is his name?

9 A. Forrest Brakefield Beverly.

10 Q. And do you have more than one son?

11 A. Yes.

12 Q. Are your other sons involved in
13 construction?

14 A. No, ma'am.

15 Q. And what year did Beverly
16 Construction Group, LLC begin, if you know?

17 A. I don't know. I mean I would guess
18 somewhere around that same time period when I
19 let Beverly Construction Co, Inc.'s license
20 expire. Or actually I let my license expire.
21 But if I did that in say -- I said 2009 or 2010
22 somewhere like probably about 2009 would be my
23 guess, but that's a guess, I don't know.

24 Q. Okay. Now when you had the company
25 Beverly Construction Co., Inc. does that actual

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1 entity have to have it's own type of license or
2 is it able to build houses operating under
3 your ---

4 A. I let it stand under my license.

5 Q. Okay.

6 A. Yeah.

7 Q. Have you ever personally been
8 involved with building a house or are you more
9 of the management?

10 A. Can you rephrase that? I'm not
11 sure I understand your question.

12 Q. Sure. So I'm trying to find out
13 like if you have experience actually using a
14 hammer and nails and doing the framework or
15 actually, you know, actively building the house
16 with your hands or is your experience in
17 construction more of a supervisor nature?

18 A. Yeah. I was a supervisor, yes.

19 Q. Okay. Before you became a
20 supervisor did you ever work for any trade
21 where you, you know, were actually like the
22 person with hammering the nails?

23 A. No, ma'am.

24 Q. Do you understand that your answers
25 today during this deposition are as a

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1 representative on behalf of Beverly Homes, LLC.

2 A. Yes, ma'am.

3 Q. Okay. Before I was asking
4 questions just about you and trying to figure
5 out who you are, but now I'm going to start
6 asking questions in your capacity as a
7 representative for Beverly Homes, LLC.

8 A. So just so I understand basically
9 what you're saying is whatever answer I give
10 would be given on behalf of Beverly Homes, LLC.

11 Q. Correct. Is that okay?

12 A. Yes, ma'am.

13 Q. Okay. This incident involving Ms.
14 Evarista Lorenzo occurred at a home under
15 construction on January 17th of 2017 at 39
16 Gasparilla Circle in Murrells Inlet, South
17 Carolina, which has also been referred to as
18 Lot 4 Bellevue. Do you agree with that
19 statement? Is that your understanding?

20 A. That's my understanding, yes.
21 That's what I've been -- that's what I've been
22 told.

23 Q. Okay. For purposes of this
24 deposition can we agree that when I ask you a
25 question about 39 Gasparilla Circle I am

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1 referring to the home where Ms. Lorenzo fell?
2 A. Yes, ma'am.
3 Q. Okay. Just to cut down on all the
4 words.
5 A. Not a problem with me.
6 Q. Perfect. When was Beverly Homes,
7 LLC first formed?
8 A. I'm not sure. I mean I'm not sure.
9 Q. Okay. Can you give me an
10 approximate year or decade?
11 A. Oh, I would -- I would -- I would
12 think probably in the early 2011-2012 somewhere
13 around there.
14 Q. Okay. And were you the person that
15 formed Beverly Homes, LLC?
16 A. Yes, ma'am.
17 Q. Is Beverly Homes, LLC registered
18 with the South Carolina Secretary of State?
19 A. Yes, ma'am.
20 Q. What is the trade, business or
21 occupation of Beverly Homes, LLC?
22 A. We primarily -- we're a real estate
23 acquisition company. We -- we -- we buy raw
24 land, put a structure in. You have water,
25 sewer, roads and sell the developed lots. And

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1 we also buy from developed lots. We ---
2 Q. Does Beverly Homes, LLC sell
3 developed lots to individual home buyers or who
4 are the lots sold to?
5 A. I'd first say primarily as far as I
6 can remember all of them. Well, no, we do sell
7 -- we don't sell individual lots at all to home
8 buyers. I mean we we'll sell -- we'll contract
9 a house to be built on the lot and then we sell
10 the home/lot package. But we don't -- I can't
11 say we've never sold a lot, but I don't -- I
12 don't ever remember selling just a lot.
13 Q. Okay. Well, when you say that you
14 will contract a house to be built on a lot,
15 what does that mean?
16 A. That means we get -- actually
17 Beverly Construction Group that you were just
18 discussing to build a house on some of the lots
19 -- some of the lots that we own and then we'll
20 end up selling the home/lot package to a home
21 buyer or what we call the end user.
22 Q. Does Beverly Homes, LLC have a
23 written contract with Beverly Construction
24 Group, LLC to build houses on certain lots?
25 A. Not that I -- I don't know -- I

Page 25

1 don't know, not that I'm aware of.
2 Q. Other than being a real estate
3 acquisition company does Beverly Homes, LLC
4 have any other trade, business or occupation?
5 A. No, ma'am.
6 Q. The word real estate acquisition
7 does that mean the same thing as a land
8 development company or is it different?
9 A. Well, what I really meant by that
10 is we buy land. Acquisition is what I refer to
11 is buying real estate. And not all real estate
12 that we have bought we have developed. We buy
13 it with the intentions of development in the
14 future, but I mean Beverly Homes owns some
15 plats of land presently that we have not
16 started development yet. We will in the
17 future. But what I mean by that we buy real
18 estate, we put in a structure and then we -- we
19 get houses built on those lots and then we sell
20 the lot and house package to an end user.
21 Q. When you sell a lot and a house
22 package to an end user is the end user the
23 person who's going to be living in the home?
24 A. Primarily. I mean occasionally
25 yeah, we have sold some of our houses to

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1 investors that you bought it for rental
2 purposes, but by far the majority of our buyers
3 are they occupy the home.
4 Q. What activities does Beverly Homes,
5 LLC do to develop land?
6 A. Once we own it, of course, the next
7 step would be hire an engineer to lay out the
8 subdivision, engineer the water and sewer, the
9 storm drainage and so forth, the roads and ---
10 Then from there we'd worked, you know, then you
11 got to wait for a permit from DHEC. You get
12 your permit. Then you put it out for bids
13 with contractors to do the work, do the water
14 and sewer, the storm drainage, the paving.
15 Then you go to the bank and borrow
16 some money. Then you put that contractor to
17 work ever who you award the contract to for the
18 infrastructure work.
19 Q. Okay. And when Beverly Homes, LLC
20 puts together a house package what does that
21 mean?
22 A. I think like I said earlier we --
23 we contract that with Beverly Construction
24 Group to build a house on the lot that we owned
25 and once it's completed then we in most cases

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1 sell it to someone else to occupy it or own it.
2 Q. Okay. So does Beverly Construction
3 Group, LLC create the house package or does
4 Beverly Homes, LLC create the house package?
5 A. Beverly Homes and the Beverly Group
6 in conjunction with each other create the house
7 package.
8 Q. And when Beverly Homes, LLC
9 contracts with Beverly Construction Group to
10 build a house on a lot that Beverly Homes, LLC,
11 is there a written contract?
12 A. I don't think so. Not that I'm --
13 if there is I'm not aware of it right now.
14 There been one from years ago if we ever signed
15 one.
16 Q. Does Beverly Homes, LLC do any
17 marketing activities?
18 A. Not Beverly Homes, LLC themselves.
19 That's the marketing entity. That's the face
20 of the -- of who's selling it. The marketing
21 company is called the Beverly Group and that's
22 the real estate marketing group is the Beverly
23 Group, LLC.
24 Q. Okay. So Beverly Homes, LLC itself
25 does not do any marketing activities; is that

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1 correct?
2 A. That's correct. Well, we don't
3 market ourselves. Beverly -- the Beverly Group
4 does the marketing and they are marketing
5 Beverly Homes, LLC. Is that making sense? The
6 real estate company is really to people that's
7 -- that's actively doing the marketing itself
8 and they are paying for the marketing. But the
9 company that they are marketing is the Beverly
10 Group. They're marketing Beverly Homes, LLC is
11 who the Beverly Group is marketing.
12 Q. Okay. And what is the name of the
13 real estate company you're a part of?
14 A. The Beverly Group.
15 Q. And is it just the Beverly Group?
16 It's not an Inc or an LLC?
17 A. LLC.
18 Q. And who is the owner of the Beverly
19 Group, LLC?
20 A. Myself and Forrest Beverly.
21 Q. Okay. So let me see if I
22 understand you correctly. Does the Beverly
23 Group, LLC market properties that are initially
24 developed by Beverly Homes, LLC?
25 A. That's correct.

Page 30

1 Q. Okay. Does Beverly Homes, LLC have
2 any employees?
3 A. No, ma'am.
4 Q. Has Beverly Homes, LLC ever had any
5 employees?
6 A. I don't -- I don't think so.
7 Q. Okay. Does Beverly Homes, LLC
8 paint houses?
9 A. Paint houses? No, ma'am.
10 Q. Okay. Are you the sole owner of
11 Beverly Homes, LLC or are there other owners?
12 A. There are other owners?
13 Q. Okay. Who are the other owners of
14 Beverly Homes, LLC in addition to yourself?
15 A. Myself and Forrest Beverly.
16 Q. And do you each have a fifty
17 percent ownership interest?
18 A. That's correct.
19 Q. Is there an office location for
20 Beverly Homes, LLC?
21 A. Yes, ma'am.
22 Q. And what is the address of the
23 office location?
24 A. It's 1516 East Highway 501, Conway.
25 Q. And is the mailing address for

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1 Beverly Homes, LLC the same?
2 A. Yes.
3 Q. Does Beverly Homes, LLC have any
4 kind of payroll?
5 A. Payroll?
6 Q. I'm assuming no if there's no
7 employees.
8 A. No, ma'am.
9 Q. Okay. Does Beverly Homes, LLC
10 issue checks or payments of any kind?
11 A. Yes, ma'am.
12 Q. Okay. What type of checks or
13 payments are issued by Beverly Homes, LLC?
14 A. Well, a lot of pays to the bank for
15 interest. Feel like most of them go there.
16 And then, of course, there's checks made to,
17 you know, the contractors that we contracted to
18 do the infrastructure work at the different
19 subdivisions that we -- we have developed or
20 are developing.
21 Q. Does Beverly Homes, LLC have its
22 own bank accounts?
23 A. Yes, ma'am.
24 Q. And what is the name of the Bank?
25 A. There's one at Conway National Bank

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1 and one at Anderson Brothers Bank.
2 Q. Does Beverly Homes, LLC have
3 Workers' Compensation insurance?
4 A. I don't think so. I don't know.
5 Q. Did Beverly Homes, LLC have
6 Workers' Compensation insurance in January of
7 2017?
8 A. I don't think so.
9 Q. Has Beverly Homes, LLC ever been a
10 party to a lawsuit other than this case?
11 A. Not that I remember.
12 Q. Has Beverly Homes, LLC ever had a
13 Workers' Compensation Claim filed against it
14 that you're aware of?
15 A. Not that I'm aware of.
16 Q. Would you agree that Beverly Homes,
17 LLC and Beverly Construction Group, LLC are two
18 separate companies?
19 A. Say that again.
20 Q. Would you agree that Beverly Homes,
21 LLC and Beverly Construction Group, LLC are two
22 separate companies?
23 A. Yes.
24 Q. Is Beverly Homes, LLC a general
25 contractor?

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1 A. No, ma'am.
2 Q. Does Beverly Homes, LLC have a
3 license as a general contractor?
4 A. No, ma'am.
5 Q. Has Beverly Homes, LLC ever been a
6 general contractor?
7 A. No, ma'am.
8 Q. What company was the general
9 contractor for the home constructed at 39
10 Gasparilla Circle?
11 A. Beverly Construction Group is my
12 understanding.
13 Q. Do you have any ownership in
14 Beverly Construction Group, LLC?
15 A. No, ma'am.
16 Q. And was Beverly Construction Group,
17 LLC the only general contractor for the home
18 constructed at 39 Gasparilla Circle?
19 A. Far as I know.
20 Q. Okay. Did Beverly Homes, LLC have
21 any involvement with the construction project
22 at 39 Gasparilla Circle?
23 A. No, ma'am.
24 Q. Would you agree that Beverly Homes,
25 LLC was not involved with the construction of

Page 35

1 the Pender Residence?
2 A. Yes, ma'am.
3 Q. Would you agree that Beverly Homes,
4 LLC did not perform any work at the Pender
5 Residence?
6 A. Yes, ma'am.
7 Q. Is Beverly Homes, LLC a prime
8 contractor?
9 A. Beverly Homes, LLC?
10 Q. Yes.
11 A. No, ma'am.
12 Q. And in your opinion what is a prime
13 contractor?
14 MR. PEARCE: Object to
15 the form. Mr. Beverly is not here as an
16 opinion witness today. You can ask him a fact
17 question, go ahead.
18 THE WITNESS: I don't
19 know the answer.
20 BY MS. WRIGHT:
21 Q. I'm not sure I know the difference
22 between the two so -- is Beverly Homes, LLC a
23 contractor of any kind?
24 A. No, ma'am.
25 Q. Does Beverly Homes, LLC build or

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1 construct houses?
2 A. No, ma'am.
3 Q. Has Beverly Homes, LLC ever built
4 or constructed a house in the past?
5 A. No, ma'am.
6 Q. Did Beverly Homes, LLC contract
7 with Strand Paint Contractors, LLC to perform
8 any work at 39 Gasparilla Circle?
9 A. No, ma'am.
10 Q. Did Beverly Homes, LLC contract
11 with or hire Strand Paint Contractors, LLC for
12 any purpose?
13 A. Ask that question again.
14 Q. Did Beverly Homes, LLC contract
15 with or hire Strand Paint Contractors, LLC for
16 any purpose?
17 A. No, ma'am.
18 Q. Would you agree that Beverly
19 Construction Group, LLC was the only general
20 contractor that contracted with Strand Paint
21 Contractors, LLC to perform work at 39
22 Gasparilla Circle?
23 A. I would think so.
24 Q. Did Beverly Homes, LLC contract
25 with Depaz Painting, LLC to perform any work at

1 39 Gasparilla Circle?
2 A. No, ma'am.
3 Q. Did Beverly Homes, LLC ever hire
4 the Plaintiff, Evarista Lorenzo, as an
5 employee?
6 A. No, ma'am.
7 Q. Did Beverly Homes, LLC ever hire
8 the Plaintiff, Evarista Lorenzo, to do
9 anything?
10 A. No, ma'am.
11 Q. Would you agree that Beverly Homes,
12 LLC was not the employer of Strand Paint
13 Contractors, LLC?
14 MR. PEARCE: Object to
15 the form.
16 THE WITNESS: Yes,
17 ma'am.
18 BY MS. WRIGHT:
19 Q. Did Port City Elevator, Inc.
20 install an elevator for Beverly Homes, LLC?
21 A. No, ma'am.
22 Q. Did Port City Elevator, Inc.
23 perform any work for Beverly Homes, LLC?
24 A. No, ma'am.
25 Q. Did Beverly Homes, LLC contract

1 elevator shaft on the third floor at 39
2 Gasparilla Circle?
3 A. No, ma'am.
4 Q. Did Beverly Homes, LLC post any
5 warnings at 39 Gasparilla Circle?
6 A. No, ma'am.
7 Q. Did Beverly Homes, LLC post any
8 caution or warning signs at 39 Gasparilla
9 Circle?
10 A. No, ma'am.
11 Q. Did Beverly Homes, LLC inspect 39
12 Gasparilla Circle at any time?
13 A. No, ma'am.
14 Q. Did Beverly Homes, LLC supervise
15 any person or company doing work at 39
16 Gasparilla Circle?
17 A. No, ma'am.
18 Q. Would you agree that all builders
19 in South Carolina are required to follow OSHA
20 requirements?
21 MR. PEARCE: I'm going
22 object to the form of the question again. It's
23 an opinion question. He's here as a fact
24 witness. It's not an issue under 30(b)(6)
25 topic areas.

1 with Port City Elevator, Inc. to perform any
2 work at 39 Gasparilla Circle?
3 A. Ask me that question again.
4 Q. Did Beverly Homes, LLC contract
5 with Port City Elevator, Inc. to perform any
6 work at 39 Gasparilla Circle?
7 A. No, ma'am.
8 Q. Did Beverly Homes, LLC contract
9 with any person or company to perform work at
10 39 Gasparilla Circle?
11 A. No, ma'am.
12 Q. Do you know what type of work
13 Strand Paint Contractors, LLC was hired to
14 perform at 39 Gasparilla Circle?
15 A. I assume it's painting.
16 Q. And do you know what type of work
17 Plaintiff, Evarista Lorenzo, was hired to do at
18 39 Gasparilla Circle?
19 A. I've been told she was painting,
20 but I -- I don't know that.
21 Q. Okay. Did Beverly Homes, LLC ever
22 go inside the home at 39 Gasparilla Circle?
23 A. No, ma'am.
24 Q. Did Beverly Homes, LLC install a
25 barricade or a guardrail of any kind across the

1 BY MS. WRIGHT:
2 Q. Okay. You can still answer unless
3 he instructs you ---
4 A. I said I don't know. Yeah.
5 Q. Okay. You don't know.
6 A. I think she got that. I don't.
7 Q. Is Beverly Homes, LLC required to
8 follow any OSHA regulations in any of the
9 activities that it does?
10 A. I'm not sure. I don't know.
11 Q. Did Beverly Homes, LLC have any
12 control over the electricity at 39 Gasparilla
13 Circle?
14 A. No, ma'am.
15 Q. Was Beverly Homes, LLC the owner of
16 the house under construction at 39 Gasparilla
17 Circle at any time?
18 A. No, ma'am.
19 Q. Was Beverly Homes, LLC the owner of
20 the lot or the land at 39 Gasparilla Circle at
21 any time?
22 A. No, ma'am.
23 Q. Do you know who was the owner of 39
24 Gasparilla Circle on January 17th of 2017?
25 A. No, ma'am.

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1 Q. Did Beverly Homes, LLC create or
2 was involved with a house package related to 39
3 Gasparilla Circle?
4 A. No, ma'am.
5 Q. Did Beverly Homes, LLC receive any
6 checks or payments related to 39 Gasparilla
7 Circle?
8 A. No, ma'am.
9 Q. Do you know who the seller of the
10 home at 39 Gasparilla Circle was?
11 A. I'm not sure I understand that
12 question.
13 Q. Okay. Did the Penders buy the home
14 at 39 Gasparilla Circle?
15 A. Who they bought the lot from. I
16 don't know.
17 Q. Okay. And the house itself do you
18 know who the Penders bought the house from that
19 was built on the lot?
20 A. They contracted to have it built I
21 understand by Beverly Construction Group.
22 Q. Okay. What is the reason for
23 having the separate entities Beverly Homes, LLC
24 versus the Beverly Group, LLC versus Beverly
25 Construction Group, LLC?

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1 A. They all serve different purposes.
2 I mean one of them is a building contractor,
3 which is the Beverly Group, LLC and different
4 owners. And then Beverly Homes is -- is the
5 real estate acquisition and development company
6 and then the Beverly Group is the marketing
7 company. Actually the real estate -- I mean
8 the real estate agents are work for the Beverly
9 Group.
10 Q. Okay.
11 A. But they all kind of serve in
12 different purposes.
13 Q. Okay. The Beverly Group, LLC is
14 that similar to a real estate company like
15 Century 21?
16 A. That's correct. Well, it's not
17 franchised. Century 21 is franchised now. The
18 Beverly Group is just -- is just one company,
19 the Beverly Group. Century 21 is all over the
20 country. But it'd be something like Garden
21 City Realty. You know, they'd have just one
22 office and it's Garden City Realty. And the
23 Beverly Group would be a real estate entity
24 such as Garden City Realty.
25 Q. How many acres of land does Beverly

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1 Home, LLC own in Horry County?
2 A. Today?
3 Q. Yes.
4 A. This would be a guess I mean, but I
5 would -- I would guess probably three or four
6 hundred acres.
7 Q. And does Beverly Homes, LLC also
8 develop land in other counties?
9 A. Yes -- yes, we've done one or two
10 little small projects in Georgetown County,
11 small.
12 Q. Okay. Do you know how much land
13 Beverly Homes, LLC currently owns in Georgetown
14 County?
15 A. Raw land?
16 Q. Real estate, overall.
17 A. Well, acreage -- I'm pretty sure
18 this is right, I'm pretty sure I think it's
19 zero acreage, but we probably own in -- you say
20 in Georgetown; is that the question? We
21 probably own maybe twenty-five lots in
22 Georgetown County.
23 Q. Okay. And how many real estate
24 development projects has Beverly Homes, LLC
25 been involved with in Georgetown County?

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1 A. That we actually developed? We
2 have bought some individual lots in some
3 subdivisions in Georgetown County. But as far
4 as developing -- when I say develop, I mean we
5 bought raw land, put in roads, water and sewer,
6 all that, only one in Georgetown County.
7 Q. And what is the name of that
8 neighborhood?
9 A. Hagerty Retreat in Pawleys Island.
10 Q. And before I asked you if you had
11 any relatives in Horry County over the age of
12 eighteen and I realize I should have asked you
13 about Georgetown County. So do you have any
14 relatives who reside in Georgetown County over
15 the age of eighteen years old?
16 A. None that I can think of.
17 Q. Okay. How many neighborhoods or
18 development projects has Beverly Homes been
19 involved with developing in Horry County?
20 A. And this would be a guess, but
21 probably three or four.
22 MS. WRIGHT: Okay. I
23 want to take just a five-minute bathroom break
24 real quick.
25 (A brief recess was taken.)

1 A. Yes, ma'am.

2 Q. And where it says, Elevator for,
3 who does ---

4 MR. PEARCE: What
5 page? The documents you gave me are obviously
6 not in order with what you're presenting to the
7 witness.

8 MS. WRIGHT: It's in
9 the back part, but I'll hand to you this one
10 here.

11 MR. PEARCE: Now, is
12 this Exhibit 1? Are you going to mark it?

13 MS. WRIGHT: Yes.

++++++
(PORT CITY
ELEVATOR CONTRACT
WAS MARKED
FOR IDENTIFICATION
AS DEPOSITION
EXHIBIT NUMBER 1)

21 ++++++

22 BY MS. WRIGHT:

23 Q. Okay. So on Page 1 of Plaintiff's
24 Exhibit 1, where it says Elevator for who does
25 it list that the elevator is for?

1 A. It says, Beverly Homes at 9007
2 Highway 544, Myrtle Beach.

3 Q. Do you know why it lists that the
4 elevator is for Beverly Homes?

5 A. No, ma'am, I do not.

6 Q. Okay. And do you know what is
7 located at the address of 9007 Highway 544,
8 Myrtle Beach, South Carolina 29588?

9 A. Today? It was our old office, but

0 we just sold it to an attorney and she took
1 over Monday. Regina Ward's there.
2 Q. Okay. So on December 2nd of 2016,
3 was the office address for Beverly Homes, LLC
4 9007 Highway 544, Myrtle Beach, South Carolina
5 29588?

16 A. That's correct.

7 Q. And when did 9007 Highway 544,
8 Myrtle Beach, South Carolina 29588 stop being
9 the office address of Beverly Homes, LLC?

20 A. Somewhere this past August. August
21 of 2020 we left that location and moved to 501.
22 Q. Okay. And so from the beginning of
23 2016 through August of 2020 was the office
24 address of Beverly Homes, LLC 9007 Highway 544,
25 Myrtle Beach, South Carolina 29588?

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1 A. That's correct.
2 Q. Okay. I'm going to ask that you
3 turn to Page 6 there.
4 A. I only got 5.
5 MS. WRIGHT: Okay.
6 Here's the 6th page. They're Bates numbered
7 from when they were produced to me. And we'll
8 mark this page as Plaintiff's Exhibit 2.
9 ++++++
10 (BATES NUMBER 6
11 WAS MARKED
12 FOR IDENTIFICATION
13 AS DEPOSITION
14 EXHIBIT NUMBER 2)
15 ++++++
16 BY MS. WRIGHT:
17 Q. At the top for the job does it say
18 Pender Residence?
19 A. That's correct.
20 Q. And who is listed as the contractor
21 at the top on the right?
22 A. It says Beverly Homes.
23 Q. And do you know why this document
24 lists Beverly Homes as the contractor?
25 A. I do not. I mean, you know,

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1 somebody with Port City Elevator generated this
2 and they may can answer that, but I guess just
3 error on their part. Because I mean Beverly
4 Homes is -- or never had been a contractor.
5 Q. Okay.
6 A. And they just -- they made a -- a
7 mistake.
8 Q. And have you ever seen that
9 document before today?
10 A. This?
11 Q. Yes.
12 A. No, ma'am.
13 Q. Do you know whether Port City
14 Elevator, Inc. was ever notified that it was an
15 error listing Beverly Homes as the contractor
16 and that they should correct that?
17 A. I'm not aware that they were
18 notified. I can tell you that I didn't because
19 I've never seen it before. But -- but I can't
20 say that some representative of Beverly
21 Construction Group or somebody else might have
22 corrected them I don't know.
23 MR. PEARCE: Can I ask
24 to take a break real quick.
25 (Off the record to correct internet

1 issue.)
2 BY MS. WRIGHT:
3 Q. On Plaintiff's Exhibit 2 at the top
4 underneath Beverly Homes do you see where it
5 lists a contact as Jonathan Martin?
6 A. No, ma'am. I do not see that.
7 Q. Okay. That's a different page so
8 you're correct.
9 A. This is Page 6 of that elevator you
10 had earlier.
11 MS. WRIGHT: Right.
12 Okay. Let me hand you this page here and mark
13 it as Plaintiff's Exhibit 3.
14 ++++++
15 (DIAGRAM BATES
16 NUMBER 8 WAS MARKED
17 FOR IDENTIFICATION
18 AS DEPOSITION
19 EXHIBIT NUMBER 3)
20 ++++++
21 THE WITNESS: That
22 looks like it.
23 BY MS. WRIGHT:
24 Q. Okay. On Plaintiff's Exhibit 3 at
25 the top does it list Beverly Homes as the

1 contractor?
2 A. Yes, ma'am.
3 Q. Do you know whose handwriting is on
4 that document?
5 A. I do not.
6 Q. And for the ---
7 A. I would -- I mean based on the
8 layout of the elevator I feel confident that
9 this -- this was provided by the elevator
10 company because it's a, you know, there's a
11 layout of the elevator itself. But I don't --
12 I don't know that, but I would certainly think
13 that somebody with Port City Elevator probably
14 did this.
15 Q. Okay. And then underneath where it
16 says, Beverly Homes as the contractor then it
17 has the address and then it lists a contact.
18 And is Jonathan Martin listed as the contact?
19 A. That's correct.
20 Q. And does Jonathan Martin work for
21 Beverly Homes?
22 A. No, ma'am.
23 Q. Has Jonathan Martin ever been
24 employed by Beverly Homes?
25 A. No, ma'am.

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1 Q. Do you know what Jonathan Martin's
2 job is?
3 A. He's -- he worked for Beverly
4 Construction Group as like a supervisor or
5 superintendent of all the construction down on
6 the South end of the Grand Strand.
7 MS. WRIGHT: Okay.
8 I'm going to hand you this next document and
9 have this marked as Plaintiff's Exhibit 4 and
10 it should be in that packet. If not, I can
11 find you another copy.
12 +++++
13 (BEVERLY HOMES ANSWERS
14 TO PLAINTIFF'S
15 DISCOVERY REQUESTS
16 WAS MARKED
17 FOR IDENTIFICATION
18 AS DEPOSITION
19 EXHIBIT NUMBER 4)
20 +++++
21 BY MS. WRIGHT:
22 Q. If you'll turn to Page 2.
23 A. Page 2?
24 Q. Yes, please.
25 A. Yes, ma'am.

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1 Q. Is that Defendant Beverly Homes,
2 LLC's Answers to Plaintiff's Interrogatories?
3 A. That's what it says right there,
4 yes.
5 Q. All right.
6 A. I don't eve understand what
7 interrogatories are. So I mean ---
8 Q. Okay. Fair enough. If you'll turn
9 to Page 4.
10 A. Yes, ma'am. I'm there.
11 Q. Okay. And on Page 4, Number 6
12 asks, "If Defendant is improperly identified
13 give the proper identification and state
14 whether counsel looks up service of an amended
15 summons and pleading reflecting the correct
16 information." Did I read that correctly?
17 A. Read the answer?
18 Q. No, did I read the question
19 correctly?
20 A. Yeah, I'm not sure I understand it.
21 Q. Okay. Let me move on to another
22 question then because I want to make sure you
23 understand.
24 Okay. If you look down at Number 3
25 on Page 4 it says, "Provide the complete

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1 identity of any person not already named as a
2 party to this litigation to whom you contend
3 either caused and/or contributed to the
4 incident, including any architect, engineer,
5 designing contractor, subcontractor or others."
6 Did I read that question correctly?
7 A. Yes, ma'am. I understand that one.
8 Q. Okay. And if you'll turn to the
9 Answer on Page 5 the answer states, "Unknown
10 Defendant did not perform work at and was not
11 involved with the construction of the Pender
12 Residence." Did I read that correctly?
13 A. Yes, ma'am.
14 Q. And do you agree with that
15 statement that Defendant, Beverly Homes, LLC
16 did not perform work at and was not involved
17 with the construction of the Pender Residence?
18 A. Yes, ma'am.
19 Q. Okay. And do you agree with the
20 answer provided to this Interrogatory Number 3
21 A. Yes, ma'am.
22 Q. Okay. And if you will turn to Page
23 9, Number 24 Interrogatory. It states,
24 "Identify any social media account and/or pages
25 maintained by you or on your behalf that would

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1 involve advertising, marketing, promoting
2 and/or notifying consumers and/or the general
3 public of your services."
4 And the answer lists
5 www.BeverlyHomesSC.com and
6 www.Facebook.com/BeverlyHomesSC. Are there
7 two websites maintained by Beverly Homes, LLC?
8 A. I don't know. I mean I made a
9 comment earlier about all I can do is get an
10 email and send a simple email. I mean I don't
11 know too much -- I've never been on Facebook
12 before ever.
13 Q. Okay. Do you ---
14 A. But I think I do think that Beverly
15 Homes does maintain those sites there, but I
16 don't -- I don't -- I can't sit here and swear
17 that they do.
18 Q. Okay. Do you have any reason to
19 believe that the Answer to Interrogatory Number
20 24 is incorrect?
21 A. No, I do not.
22 Q. Okay. I want to mark the Defendant
23 Beverly Homes, LLC's Responses to
24 Interrogatories as Exhibit I don't remember the
25 number.

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1 A. It's 4.
2 MS. WRIGHT: Okay.
3 Great. Next we have Defendant Beverly Homes,
4 LLC's Answers to Plaintiff's Request to Admit.
5 And I'll mark this as Plaintiff's Exhibit 5.
6 ++++++
7 (BEVERLY HOMES
8 ANSWERS TO
9 PLAINTIFF'S REQUESTS
10 TO ADMIT WAS MARKED
11 FOR IDENTIFICATION
12 AS DEPOSITION
13 EXHIBIT NUMBER 5.)
14 ++++++
15 THE WITNESS: Thank
16 you, ma'am.
17 BY MS. WRIGHT:
18 Q. Okay. If you will turn to the
19 second page there.
20 A. Yes, ma'am.
21 Q. Actually it's the first page. Go
22 back to the first page if you would. Okay. Is
23 that document marked as Plaintiff's Exhibit 5
24 at the top does it state, "Defendant Beverly
25 Homes, LLC's Answers to Plaintiff's Request to

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1 Admit?"
2 A. Yes, it does.
3 Q. Okay. And for Number 1 it states,
4 "Admit that Strand Paint Contractors, LLC was
5 hired by Beverly Construction Group, LLC as an
6 interior painting subcontractor on the
7 residential project at issue in this case
8 located at 39 Gasparilla Circle, Murrells
9 Inlet, South Carolina." Did I read that
10 correctly?
11 A. Yes.
12 Q. And is the answer, "Beverly Homes,
13 LLC was not involved with the construction of
14 the Pender house and did not hire any
15 subcontractors."
16 A. That's correct.
17 Q. And do you agree with that answer?
18 A. Yes, I do.
19 Q. And do you agree that Strand Paint
20 Contractors, LLC was hired by Beverly
21 Construction Group, LLC as an interior painting
22 subcontractor on the residential project at 39
23 Gasparilla Circle?
24 A. Are you reading that from here
25 somewhere?

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1 Q. It's the same. It's the question
2 Number 1.
3 A. Oh, it is still is Number 1? Now
4 read that again, please.
5 Q. Yes. And I'm wording it slightly
6 differently. Would you agree that Strand Paint
7 Contractors, LLC was hired by Beverly
8 Construction Group, LLC as an interior painting
9 subcontractor on the residential project at
10 issue in this case located at 39 Gasparilla
11 Circle, Murrells Inlet, South Carolina?
12 A. You asked me if I agree with this
13 answer? Is that the question?
14 Q. No, I'm asking if you agree with
15 the statement.
16 A. My understanding is based on what
17 all y'all said that Strand did do the painting
18 there, but I mean I can't -- I'm confident
19 they did -- I'm confident they did. But ---
20 Q. Okay. Then I want to turn to the
21 next page where we've got Number 2. And I
22 think that one's pretty clear so I will move on
23 to at the bottom of the page there's Number 6
24 there. And it states that, "Admit that
25 Evarista Lorenzo is was diagnosed with C5 and

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1 C6 fractures with dislocation in her neck by
2 Joseph Cheattle, MD as a direct result of the
3 subject incident on January 17th of 2017." Did
4 I read that question correctly?
5 A. Would you read it again, please?
6 Q. Yes, it's Number 6. "Admit that
7 Evarista Lorenzo was diagnosed with C5 and C
8 fractures with dislocation in her neck by
9 Joseph Chestle, MD as a direct result of the
10 subject incident on January 17th of 2017." Did
11 I read that correctly?
12 A. Yes, ma'am.
13 Q. Okay. And the answer is, "Without
14 waiving any objections about the admissibility
15 of any medical testimony Defendant admits
16 Plaintiff sustained injury based on facts
17 showing she opened the door and walked without
18 looking into the elevator shaft at the home
19 under construction." And so my question is do
20 you have any evidence showing that the
21 Plaintiff, Ms. Lorenzo, opened the door prior
22 to this incident occurring?
23 A. No, I do not.
24 Q. Okay. And do you have any evidence
25 that Ms. Lorenzo walked without looking into

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1 the elevator shaft?
2 A. No, ma'am.
3 Q. Okay. Did you provide an Affidavit
4 for this case to anyone?
5 A. I only remember doing one that I
6 remember now. And there again, I'm seventy-one
7 years old my memory is not what it used to be.
8 Q. Perfect.
9 A. But I -- I -- I -- I did -- it
10 seemed that there was an invoice or something
11 that -- that apparently just got stuck in the
12 wrong file. It was for some lawn maintenance
13 work that was done at my personal house at
14 Bellevue and it got stuck in that file. That's
15 the only one I remember.
16 Q. So do you live in the same
17 neighborhood where ---
18 A. Yes and no. I understand, yeah. I
19 used to. I don't live there anymore. But I
20 used to live in Bellevue Phase 2. And there's
21 two separate gate entrances to my house at
22 Bellevue and this house is in Phase 1 at
23 Bellevue.
24 Q. Okay. When you say -- I think you
25 said Bellevue 2?

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1 A. Yes, ma'am.
2 Q. Is 39 Gasparilla Circle part of
3 Bellevue 2?
4 A. No, Bellevue 1.
5 Q. Okay. Are Bellevue 1 and Bellevue
6 2 two separate neighborhoods?
7 A. Yes, two separate HOAs. We're
8 developed by the same developer, but two
9 completely separate. I say, yeah, completely
10 separate interests. I mean separate HOAs and
11 just a little creek that really separates them,
12 but you can't walk -- you can't walk -- cannot
13 walk from 1 from Bellevue 1 over to Bellevue 2.
14 Well, you have to walk out on the road -- the
15 main road to get over there.
16 Q. Who is the developer of Bellevue 1
17 and Bellevue 2?
18 A. Well, it was Cooper Wellons and
19 really the legal name might be like Four
20 Southern Brothers or something like that, but
21 it's -- well, there used to be four Wellon
22 brothers.
23 Q. Okay.
24 A. But I don't know any of those guys.
25 They'd already -- they were out of Bellevue 2

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1 when I bought the lot I bought so I didn't deal
2 with them.
3 Q. Okay. Would you agree that a
4 hazard exists inside the home under
5 construction until the elevator is installed
6 completely?
7 MR. PEARCE: I'm going
8 to object to the form.
9 THE WITNESS: I would
10 think so -- I would think so.
11 BY MS. WRIGHT:
12 Q. Would you agree ---
13 A. And in my opinion there's still a
14 hazard even when the elevator's installed, in
15 my opinion.
16 Q. Okay. And why is that?
17 A. Well, I mean there's still a shaft
18 there that somebody could fall down. I mean
19 it's just -- there are hazards everywhere. I
20 mean, you know, I mean get in your car and
21 drive home it's the biggest hazard you're going
22 to take. But I mean it just there are a lot of
23 hazards out there. I mean you got to be
24 careful about what you do. You got to be
25 personally conscious of when you drive that car

1 don't run a stop sign and you will -- chances
2 are you won't get in a wreck. But anyway I
3 mean I just say you would -- there's a lot of
4 hazards everywhere not just in a house. There
5 are a lot of hazards out there.
6 Q. And now is your home in Bellevue 2
7 is it the same floor plan as this home at 39
8 Gasparilla Circle?
9 A. No, ma'am.
10 Q. Okay. Did your home have an
11 elevator?
12 A. Yes, ma'am.
13 Q. Okay. Do you know whether Port
14 City Elevator, Inc. installed the elevator in
15 the home that you owned?
16

17 MR. PEARCE: I'll
18 object to the question. Mr. Beverly's personal
19 residence is not an issue in this deposition.
20 He's here as a fact witness for Beverly Homes.
21 MS. WRIGHT: Okay.
22 Well, I'm just asking ---
23 MR. PEARCE: You're
24 asking irrelevant questions pursuant to this
25 deposition. You can answer.
THE WITNESS: Okay.

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1 Well, the answer it's not my personal
2 residence. The elevator in my personal
3 residence was not -- no, I don't have an
4 elevator in my personal residence. I just
5 thought about that.
6 BY MS. WRIGHT:
7 Q. Okay. And I'm asking about the
8 property that relates to your affidavit in this
9 case, the invoice.
10 A. In Bellevue?
11 Q. Correct.
12 A. That's a second home and the
13 elevator in my personal house was not installed
14 by Port City Elevator.
15 Q. Okay. And that's the one in
16 Bellevue?
17 A. That's correct, the one in Bellevue
18 was not installed by Port City Elevator.
19 Q. Would you agree that before the
20 elevator is installed OSHA requires three
21 guardrails across the elevator shaft?
22 A. I don't know.
23 Q. Would you agree that prior to the
24 installation of the elevator in the home at 39
25 Gasparilla Circle someone should have posted a

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1 warning sign?
2 MR. PEARCE: Object to
3 the form as a misleading question.
4 THE WITNESS: I don't
5 know.
6 MS. WRIGHT: I'm going
7 to hand you Defendant Strand Paint Contractor,
8 LLC's Responses to Defendant's Beverly Homes
9 Requests for Admission and mark that as
10 Plaintiff's Exhibit Number 6.
11 +++++
12 (STRAND PAINT
13 CONTRACTOR, LLC
14 RESPONSES TO REQUESTS
15 FOR ADMISSION
16 WAS MARKED
17 FOR IDENTIFICATION
18 AS DEPOSITION
19 EXHIBIT NUMBER 6)
20 +++++
21 BY MS. WRIGHT:
22 Q. And if you will turn to Request
23 Number 2.
24 A. Page Number 2?
25 Q. The Request Number 2. I'm not sure

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1 what page it's on. Yes, if you'll turn to the
2 next page. And then the next page, so it's the
3 third page there. Okay. Do you see Number 2
4 at the top?
5 A. Number what, 2?
6 Q. Number 2.
7 A. Uh-huh (yes).
8 Q. Okay. Their response -- well,
9 first can you read for me what is the Request
10 in Number 2?
11 A. Of course, I'm not going to admit
12 to any, now this is somebody else, of course,
13 but they're admitting that Strand Painting
14 Contractors, LLC was hired by Beverly
15 Construction Group, LLC as an interior painting
16 subcontractor on the residential project at
17 issue in this case located at 39 Gasparilla
18 Circle, Murrells Inlet, South Carolina.
19 Q. And what was their response to
20 Number 2?
21 A. Strand Paint Contractors, LLC
22 admits it was hired by Beverly Construction
23 Group, LLC as an interior painting
24 subcontractor for the location at 39 Gasparilla
25 Circle, Murrells Inlet, South Carolina, but

1 disputes any reference or implication that the
2 employment fell within the terms and conditions
3 of the master agreement referred in Request for
4 Admission Number 1. And I damn sure don't
5 understand that.
6 Q. Okay. I won't ask you any more
7 questions about that. Have you ever spoken to
8 a person named Gerald Ryan?
9 A. Gerald Ryan? Like I told you I'm
10 embarrassed to tell you this, but as you
11 noticed earlier I didn't even know some of the
12 people's last names in my office so I'm not
13 sure. I mean I know several people named
14 Gerald. Can you give me a hint of kind of what
15 kind of employment he does? I mean if he's a -
16 --
17 Q. He's a painter.
18 A. Oh, yeah, I know Gerald. I didn't
19 know what his last -- his last name is Ryan?
20 Q. Yes.
21 A. I know Gerald.
22 Q. Have you spoken to Mr. Ryan about
23 this incident involving Ms. Lorenzo?
24 A. No, I have not.
25 Q. Would you agree that Forrest B.

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1 Beverly executed the contractor portion of the
2 master subcontract agreement with Strand Paint
3 Contractors, LLC as the owner of Beverly
4 Construction Group, LLC?
5 A. I would -- I hadn't seen that
6 contract, but I would think that's probably
7 right.
8 Q. Okay.
9 A. He would be the one to do that.
10 Q. Do you know what the lighting was
11 like inside the home at 39 Gasparilla Circle at
12 the time the incident occurred?
13 A. No, ma'am.
14 Q. Do you know on what date Toppers --
15 let me make sure I get the name right. Do you
16 know on what date Alan Topper d/b/a Toppers All
17 Construction was present at the property at 39
18 Gasparilla Circle?
19 A. Oh, no, ma'am. Have no idea.
20 Q. Does Beverly Homes, LLC have any
21 records that would indicate what date people
22 were at the property at 39 Gasparilla Circle?
23 A. No, ma'am, we would not.
24 Q. Does Beverly Homes, LLC have a
25 logo?

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1 A. Yes, ma'am.
2 Q. And can you describe what the logo
3 of Beverly Homes, LLC looks like?
4 A. I really don't know. And I mean I
5 probably see it every day, but I really don't
6 know.
7 Q. Do you have a business card with
8 you?
9 A. I think I do. I guess our logo is
10 like a little rooftop with a palm tree growing
11 off the side of it.
12 Q. Okay. Do you have a business card
13 that I can have?
14 A. Sure.
15 MR. PEARCE: Are you
16 going to mark it as an exhibit?
17 MS. WRIGHT: Yes,
18 that's why I was going to ask. Okay. And is the
19 business card we just marked as Plaintiff's
20 Exhibit 7.
21 ++++++
22 (RANDY BEVERLY
23 BUSINESS CARD
24 WAS MARKED
25 FOR IDENTIFICATION

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1 AS DEPOSITION
2 EXHIBIT NUMBER 7)
3 ++++++
4 BY MS. WRIGHT:
5 Q. And is the business card we just
6 marked as -- what is it, Plaintiff's Exhibit
7 Number ---
8 MR. PEARCE: 7
9 BY MS. WRIGHT:
10 Q. --- 7, is that your bushes card
11 with Beverly Homes, LLC?
12 A. Yes, ma'am.
13 MS. WRIGHT: Okay.
14 I'm going to hand you the residential
15 construction contract?
16 THE WITNESS: Do you
17 want to label that as an exhibit, too?
18 MS. WRIGHT: Yes,
19 please.
20 ++++++
21 (RESIDENTIAL CONSTRUCTION
22 CONTRACT WAS MARKED
23 FOR IDENTIFICATION
24 AS DEPOSITION
25 EXHIBIT NUMBER 8)

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1 ++++++
2 BY MS. WRIGHT:
3 Q. Is there more than one there?
4 A. Three pages I think -- four pages.
5 I can't count.
6 Q. On the first page of the
7 residential construction contract does it
8 state, "This residential construction contract
9 is made by and between Beverly Construction
10 Group Contractor and Carlton and Joan Pender
11 owner and is subject to the terms and
12 conditions stated below?"
13 A. Yeah, that's correct. That's the
14 first sentence in the -- in the contract, yes.
15 Q. Okay. And Number 3 for
16 construction site does it indicate that this is
17 the contract for Lot 4 Bellevue on Gasparilla
18 Drive in Murrells Inlet, South Carolina?
19 A. Yes, ma'am.
20 Q. Okay. And is it your understanding
21 that Beverly Construction Group was the
22 contractor who entered this contract to build
23 the home for the Penders at 39 Gasparilla
24 Circle?
25 A. Say that again, please.

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25 Q. Okay. Do you know who Robert

1 number and Enhanced Heating and Air and their
2 phone number appeared to be different writing
3 than the -- I'm assuming probably what happened
4 there it was just the form that Beverly Homes
5 and Enhanced was already on there -- on the
6 form and they filled in the square footage and
7 the sub's name and that kind of thing.
8 Somebody else filled that in, in my opinion.
9 Looks like they did.

10 Q. Okay. At the top of the
11 Residential Service Extension where it says
12 homebuilder does it list Beverly Homes?

13 A. Yes, it does.
14 Q. And for the address does it list 39
15 Gasparilla Circle?
16 A. Yes, it does.
17 Q. And at the bottom of the page where
18 it says, "print name" does it say Forrest B.
19 Beverly?

20 A. Yes.

21 Q. And where it says, "customer
22 signature" is that Forrest B. Beverly's
23 signature?

24 A. Yes, appears to be to me.

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1 Forrest B. Beverly is that Forrest B. Beverly's
2 handwriting?

3 A. Say that again now. I'm sorry.

4 Q. Yes, the printed part where it's
5 written in print Forrest B. Beverly do you know
6 whether that is your son's handwriting?

7 A. That is not his handwriting.

8 Q. Okay. Do you know why this
9 Residential Service Extension lists the
10 homebuilder as Beverly Homes?

11 A. Just an honest, clerical mistake in
12 our office. I mean because like we said I mean
13 you look back I mean you can say with LLR
14 Beverly Homes has never had a -- a contractor's
15 license. Never had any license really, but
16 just --- I don't recognize the writing, but
17 somebody just made an honest mistake by putting

18 homebuilders as Beverly Homes.

19 MS. WRIGHT: Okay.

20 I'm going to hand. This would be Plaintiff's
21 12. I believe.

22 ++++++

23 (11-30-16 INVOICE

24 FROM SANTEE COO

25 WAS MARKED

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1 FOR IDENTIFICATION
2 AS DEPOSITION
3 EXHIBIT NUMBER 12)
4 ++++++

5 BY MS. WRIGHT:

6 Q. And is that document a bill dated
7 November 30th of 2016 from Santee Cooper?
8 A. Yes, that's correct. Yes, November
9 30th of 2016. Yes.
10 Q. And is the bill issued to Beverly
11 Homes?
12 A. Yes, it is. Yes.
13 Q. And is this bill for 39 Gasparilla
14 Circle?
15 A. Yes, it is.
16 Q. And do you know why the Santee
17 Cooper bill was issued to Beverly Homes for 39
18 Gasparilla Circle?
19 A. Yes, ma'am.
20 Q. Okay. And why is that?
21 A. Because that request you just
22 showed me said Beverly Homes and that's all
23 they use. You know, request they've said for
24 service. So since the request had Beverly
25 Homes, they billed it to Beverly Homes.

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1 Q. Okay. Did you ---
2 A. They just kept on with the same
3 mistake, but anyway it was just an honest
4 mistake that was made in our office way back
5 when.
6 Q. Did you receive this bill?
7 A. No, ma'am.
8 Q. The P.O. Box 512, Conway, South
9 Carolina, 29528, is that the P.O. box of
10 Beverly Homes, LLC?
11 A. Yes, it is.
12 Q. Okay. Who checks the mail for the
13 P.O. box for Beverly Homes, LLC?
14 A. Most of the time I do myself.
15 Q. Okay. And if it were not you what
16 other person has the ability to check the mail
17 from the P.O. box?
18 A. At that time had a girl named
19 Lorraine Crow. I think -- I think at that time
20 she was working for us but anyway she -- she
21 lived on the other side of the post office from
22 our office so she had a key and periodically
23 she would stop by on the way through.
24 Q. And what was Lorraine's job title?
25 A. She was kind of a plan expediter, I

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1 guess. She hasn't been with us in several
2 years.
3 Q. Was Lorraine working for Beverly
4 Homes, LLC in January of 2017?
5 A. Say that question again.
6 Q. Was Lorraine Crow working for
7 Beverly Homes, LLC in January of 2017?
8 A. No, ma'am.
9 Q. Was Lorraine Crow working for
10 Beverly Homes, LLC in November of 2016?
11 A. No, ma'am.
12 Q. Did Beverly Homes, LLC pay this
13 bill that has been marked as an exhibit?
14 A. No, ma'am.
15 MS. WRIGHT: Okay.
16 I'm going to hand you another bill and have it
17 marked as an exhibit.
18 ++++++
19 (SANTEE COOPER
20 INVOICE WAS MARKED
21 FOR IDENTIFICATION
22 AS DEPOSITION
23 EXHIBIT NUMBER 13)
24 ++++++
25 BY MS. WRIGHT:

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1 Q. Okay. Is the document I just
2 handed you a bill dated October 3rd of 2016 to
3 Beverly Homes?
4 A. Yes, it is.
5 Q. And is the bill from Santee Cooper
6 for 39 Gasparilla Circle?
7 A. Yes, it is.
8 Q. And did you ever receive this bill?
9 A. No, ma'am.
10 Q. Did Beverly Homes, LLC receive this
11 bill?
12 A. No, ma'am.
13 Q. Did Beverly Homes, LLC pay the
14 charges associated with this bill?
15 A. No, ma'am.
16 Q. Do you know who or what company did
17 pay the charges associated with this bill?
18 A. I would -- I don't know, but I
19 would suspect Beverly Construction Group did
20 because that's Forrest's signature on there.
21 His initials I mean, which is what he puts on
22 there to okay for bookkeeping to pay the bill.
23 Q. Okay.
24 A. If Beverly Homes would have paid
25 it, it would be my an okay and my initials on

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1 there.
2 Q. Okay. So whose initials are on
3 this bill?
4 A. That's Forrest's initials. There's
5 a little handwritten to the left where it says
6 paid.
7 Q. Okay. And whose initials were on
8 the previous bill?
9 A. That was Forrest's. That was his
10 initials as well. That's why I know I didn't
11 pay it. When you asked me that question I know
12 Beverly Home didn't pay it.
13 Q. Okay. And does any other company
14 share the P.O. Box 512 with Beverly Homes, LLC?
15 A. Yes, ma'am.
16 Q. Okay. What company shares that
17 P.O. box?
18 A. All of them? All the companies?
19 Q. Yes.
20 A. There's Castlewood Development
21 shares that, Beverly Construction Group shares
22 that, I know there's more than that. Kingston
23 Pointe Marina shares that. That may be it, but
24 I'm sure there's more than that, but that's all
25 I can think of right now.

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1 Q. Other than yourself and Lorraine
2 Crow does any other person have access to the
3 P.O. Box 512?
4 A. Well, Lorraine Crow does not
5 anymore. She hadn't been with us in several
6 years. But Forrest he has a key to the P.O.
7 box and -- and -- and I'm pretty sure would
8 have at that time. I think he would have at
9 that time in 2016-2017.
10 Q. Okay. And have you ever seen this
11 bill prior to today?
12 A. No, ma'am.
13 Q. Has Beverly Homes, LLC ever spoken
14 to any employee of Port City Elevator, Inc.?
15 A. Ever?
16 Q. Yes.
17 A. Yes, ma'am. Well, wait a minute --
18 wait a minute. Ask that question again. I'm
19 not sure I understood the question. Say that
20 one more time, please.
21 Q. Has Beverly Homes, LLC ever spoken
22 to any person who works for Port City Elevator,
23 Inc.
24 A. You mean an employee of Beverly
25 Homes ever spoke to an employee of Port City

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1 or ---
2 Q. Yes.
3 A. No.
4 Q. Okay. Have you ever spoken to any
5 person who works for Port City Elevator, Inc.
6 prior to this incident on January 17th of 2017?
7 A. No.
8 MS. WRIGHT: Okay.
9 I'm going to hand you this Certificate of
10 Completion and have it marked as an Exhibit.
11 THE WITNESS: 14.
12 ++++++
13 (CERTIFICATE OF
14 COMPLETION WAS MARKED
15 FOR IDENTIFICATION
16 AS DEPOSITION
17 EXHIBIT NUMBER 14)
18 ++++++
19 BY MS. WRIGHT:
20 Q. Okay. Plaintiff's Exhibit Number
21 14 is that the Georgetown County Certificate of
22 Completion?
23 A. Yes, it is.
24 Q. And is the building street address
25 listed 39 Gasparilla Drive, Number Lot 4,

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1 Murrells Inlet, South Carolina 29576?
2 A. That's correct.
3 Q. And the owner's name does it list
4 Beverly Homes?
5 A. Yes, it does.
6 Q. And at the bottom where it says,
7 "I, Forrest B. Beverly being responsible for
8 the above-referenced structure understand and
9 will abide by the requirements of this
10 Certificate."
11 Does that appear to be Forrest
12 Beverly's handwriting?
13 A. No, ma'am.
14 Q. Do you know whose handwriting that
15 is?
16 A. No, ma'am, I don't.
17 Q. Do you know why this Georgetown
18 County Certificate of Completion lists owner's
19 name Beverly Homes?
20 A. It's probably just what we looked
21 at earlier. When the permit went into Beverly
22 Homes as the owner, which was an erroneous -- I
23 mean we've never owned -- Beverly Homes never
24 owned it. But anyway, it was just yeah, from
25 that point on it was in their computer as

1 Q. And is the location address 39
2 Gasparilla Drive, Lot 4, Murrells Inlet, South
3 Carolina 29576?
4 A. Yes, it is.
5 Q. And do you know why the owner's
6 name is listed as Beverly Homes on this
7 Certificate of Temporary Power?
8 A. No, ma'am, other than they picked
9 it up, I'm assuming, from that form you showed
10 me earlier when we requested the permit. It
11 had it listed on there as Beverly Homes. So
12 like I said earlier that got into their system
13 in their computer and it just every time
14 something printed out for that job it printed
15 out to Beverly Homes.
16 Q. Okay.
17 A. Which was just an honest mistake on
18 some staff in our office.
19 Q. Do you know whether anyone with
20 Beverly Homes, LLC contacted Georgetown County
21 to have the Certificate of Temporary Power
22 corrected to remove Beverly Homes from the
23 owner's name?
24 A. No, ma'am.
25 MS. WRIGHT: Okay.

1 I'm going to hand you this next document
2 Certificate of Occupancy.
3 ++++++
4 (CERTIFICATE OF OCCUPANCY
5 WAS MARKED
6 FOR IDENTIFICATION
7 AS DEPOSITION
8 EXHIBIT NUMBER 16)
9 ++++++

10 BY MS. WRIGHT:
11 Q. And on Plaintiff's Exhibit 16 is
12 that a Certificate of Occupancy from Georgetown
13 County Building Department?
14 A. Yes, it is.
15 Q. And is that the Certificate of
16 Occupancy for 39 Gasparilla Drive, Number Lot
17 4, Murrells Inlet, South Carolina 29576?
18 A. That's correct.
19 Q. And is the owner listed as Beverly
20 Homes?
21 A. Yes, it does.
22 Q. And do you know why Beverly Homes
23 is listed as the owner on this Certificate of
24 Occupancy for 39 Gasparilla?
25 A. I'm assuming that same reason I

1 said earlier. You just -- it got it put in
2 their system in the very beginning as Beverly
3 Homes and I'm sure they didn't even pay any
4 attention to it when they printed it out.

5 That's what the computer printed out and they
6 just signed it and shot it on down the road.

7 Q. Did Beverly Homes, LLC notify
8 Georgetown County that the Certificate of
9 Occupancy needed to be corrected to remove
10 Beverly Homes as being the listed owner?

11 A. No, ma'am. Didn't know it was on
12 there.

13 MS. WRIGHT: Okay.
14 The next document I'm going to hand you is an
15 invoice from Chris Langston, LLC.

16 ++++++
17 (INVOICE FROM
18 CHRIS LANGSTON
19 WAS MARKED
20 FOR IDENTIFICATION
21 AS DEPOSITION
22 EXHIBIT NUMBER 17)
23 ++++++

24 BY MS. WRIGHT:
25 Q. And on that invoice from Chris

1 owner of Beverly Homes, LLC how do you know
2 whether his initials are on behalf of Beverly
3 Homes, LLC versus Beverly Construction Group
4 Inc.?

5 A. I was not out of town in September
6 of 2016 when this went through. That's the
7 only time he reviews bills on behalf of Beverly
8 Homes. I review all those bills and sign off
9 on them to be paid or not unless I'm out of
10 town and I was not out of town during this
11 period here.

12 Q. Okay. Were you out of town at any
13 time during 2016?

14 A. Yes, we -- we took a trip to Bald
15 Head Island in early spring probably April or
16 May of 2016. Took the boat up there and had a
17 long weekend like a Thursday, Friday, Saturday
18 and Sunday. But I don't remember exactly. It
19 was when it first started getting warm like
20 maybe -- maybe early May or late April, early
21 May of 2016.

22 Q. Okay. And did you leave town or
23 take any vacations in 2017?

24 A. Actually in I'm pretty sure it was
25 September-October of 2017. It may have been

1 Langston, LLC does it state that it is Bellevue
2 Lot 4?

3 A. Yes, it does.

4 Q. And is the bill from Chris
5 Langston, LLC for Bellevue Lot 4 to Beverly
6 Homes?

7 A. That's correct.

8 Q. And do you know why Chris Langston,
9 LLC issued his invoice to Beverly Homes?

10 A. I do not.

11 Q. Did you ever receive this invoice?

12 A. No, ma'am.

13 Q. Did Beverly Homes, LLC receive this
14 invoice?

15 A. No, ma'am.

16 Q. Did Beverly Homes, LLC pay this
17 invoice?

18 A. No, ma'am.

19 Q. Do you know whose initials are on
20 the bottom of the invoice?

21 A. Yeah, those are Forrest's initials.
22 So he's had been -- I'm confirmation of his
23 initials being there they would have been paid
24 from Beverly Construction Group, LLC.

25 Q. Since Forrest Beverly is also an

1 October of 2018 we went to on an Alaskan cruise
2 for two weeks, but I don't know if that was
3 2017 or 2018. But it was in October. I
4 believe it was 2017 or 2018 we did -- we did
5 leave town for two weeks.

6 Q. Do you know what cruise line you
7 were on?

8 A. Princess Cruise Line. I don't
9 recommend it.

10 MS. WRIGHT: I'm going
11 to hand you this invoice from B & A Quality
12 Construction.

13 ++++++
14 (INVOICE FROM
15 B&A CONSTRUCTION
16 WAS MARKED
17 FOR IDENTIFICATION
18 AS DEPOSITION
19 EXHIBIT NUMBER 18)
20 ++++++

21 BY MS. WRIGHT:

22 Q. And is the invoice from B & A
23 Quality Construction dated January 18th of
24 2017?

25 A. Excuse me, I'm sorry what were you

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1 saying now?
2 Q. Yes, what is the date on that
3 invoice from B & A Quality Construction?
4 A. January 18th of 2017.
5 Q. Okay. And under service does it
6 list Bellevue Lot 4?
7 A. Yes.
8 Q. And is this invoice from B & A
9 Quality Construction to Beverly Homes?
10 A. Yes, it is.
11 Q. And do you know why B & A Quality
12 Construction issued an invoice to Beverly
13 Homes?
14 A. I do not.
15 Q. Do you know whose phone number is
16 843-458-0037?
17 A. You know, these cell phones has
18 spoiled me, but I don't if that's Forrest, my
19 phone's off. I don't. I don't know whose that
20 is.
21 Q. Okay. Has Beverly Homes, LLC ever
22 hired B & A Quality Construction for anything?
23 A. Apparently we -- did Beverly Homes
24 hire them?
25 Q. Yes.

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1 A. No, ma'am -- no, ma'am. I'm not
2 even -- I don't know who that is.
3 Q. Okay.
4 A. I never even heard of them really.
5 MS. WRIGHT: Did you
6 mark that one?
7 COURT REPORTER: Yes.
8 THE WITNESS: Yes,
9 it's Number 18.
10 MS. WRIGHT: And I'm
11 going to hand you this invoice from Strand
12 Engineering.
13 +++++
14 (INVOICE FROM
15 STRAND ENGINEERING
16 WAS MARKED
17 FOR IDENTIFICATION
18 AS DEPOSITION
19 EXHIBIT NUMBER 19)
20 +++++
21 BY MS. WRIGHT:
22 Q. And is the invoice in front of you
23 from Strand Engineering for Lot 4 Bellevue,
24 Murrells Inlet, South Carolina?
25 A. Yes, it is.

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1 Q. And does it state bill to Beverly
2 Homes, 9007 Highway 544, Myrtle Beach, South
3 Carolina 29588?
4 A. Yes, ma'am, it does.
5 Q. And do you know why Strand
6 Engineering issued an invoice to Beverly Homes
7 for Lot 4 Bellevue?
8 A. I do not.
9 Q. Has Beverly Homes, LLC ever hired
10 Strand Engineering?
11 A. No, ma'am.
12 Q. Did Beverly Homes pay this invoice?
13 A. No, ma'am.
14 Q. Did Beverly Homes receive this
15 invoice?
16 A. No, ma'am.
17 MS. WRIGHT: I'm going
18 to hand you this invoice from Faith
19 Landscaping, LLC.
20 +++++
21 (INVOICE FROM
22 FAITH LANDSCAPING, LLC
23 WAS MARKED
24 FOR IDENTIFICATION
25 AS DEPOSITION

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1 EXHIBIT NUMBER 20)
2 +++++
3 BY MS. WRIGHT:
4 Q. And the invoice in front of you
5 from Faith Landscaping, LLC at the bottom does
6 it state Bellevue Lot 4?
7 A. Yes, it does.
8 Q. And does this invoice from Faith
9 Landscaping, LLC state bill to Beverly Homes?
10 A. Yes, it does.
11 Q. Do you know why Faith Landscaping,
12 LLC billed this invoice to Beverly Homes for
13 Bellevue Lot 4?
14 A. I do not.
15 Q. Has Beverly Homes, LLC ever hired
16 Faith Landscaping, LLC to do any work?
17 A. None at all. No, ma'am. No.
18 Q. Did Beverly Homes, LLC pay for this
19 invoice?
20 A. No, ma'am.
21 Q. Do you know whose initials are on
22 the bottom of this invoice?
23 A. Yes, I do.
24 Q. Whose initials are those?
25 A. Those are Forrest's.

1 MS. WRIGHT: I'm going
2 to hand you this invoice from Palmetto
3 Concrete, LLC.
4 +++++
5 (INVOICE FROM PALMETTO
6 CONCRETE, LLC WAS MARKED
7 FOR IDENTIFICATION
8 AS DEPOSITION
9 EXHIBIT NUMBER 21)
10 +++++
11 BY MS. WRIGHT:
12 Q. And the invoice from Palmetto
13 Concrete, LLC is it a bill to Beverly Homes?
14 Does it state that bill to Beverly Homes?
15 A. Yes, ma'am, it does.
16 Q. And is the project name on this
17 invoice Bellevue Lot 4?
18 A. Yes, it is.
19 Q. And for the description of this
20 invoice does it state form and pour elevator
21 pit extra?
22 A. Yes, it does.
23 Q. Okay. Do you know why Palmetto
24 Concrete, LLC billed its invoice for forming
25 and pouring the elevator pit for Bellevue Lot 4

1 looks like it could be Rebecca's. But that's
2 for BB is hers. The extra sure isn't.
3 Q. And did Beverly Homes, LLC pay for
4 this invoice?
5 A. No, ma'am.
6 MS. WRIGHT: I'm going
7 to hand you two invoices from Gale Contractor
8 Services and have it marked as an exhibit.
9 +++++
10 (INVOICE FROM
11 GALE CONTRACTING
12 SERVICES WAS MARKED
13 FOR IDENTIFICATION
14 AS DEPOSITION
15 EXHIBIT NUMBER 22)
16 +++++
17 BY MS. WRIGHT:
18 Q. Okay. The first page the invoice
19 from Gale Contractor Services under ship
20 address does it list 39 Gasparilla Drive?
21 A. Yes.
22 Q. And on the Gale Contractor Services
23 invoice does it -- is it billed to customer
24 bill to address Beverly Homes, 9007 Highway
25 544, Myrtle Beach, South Carolina 29588 US?

1 to Beverly Homes?
2 A. I do not, no.
3 Q. Has Beverly Homes ever hired
4 Palmetto Concrete, LLC to do any work?
5 A. No, ma'am.
6 Q. Does Beverly Homes, LLC
7 occasionally as a developer hire concrete
8 companies?
9 A. No, ma'am. When I say no, we may
10 hire a big concrete company like Benton to put
11 the curbing in for the streets, but I mean
12 that's -- people have a curbing machine or
13 they're a pretty -- pretty big contractor. I
14 mean pretty big concrete guys. It wouldn't be
15 -- I never even heard of Palmetto Concrete,
16 LLC.
17 Q. Okay. Do you recognize the
18 handwriting on this invoice?
19 A. Where it says extras?
20 Q. Yes, sir.
21 A. I do not.
22 Q. And what about at the top where it
23 says for BB, do you recognize that handwriting,
24 the top right?
25 A. Well, that I don't know. That

1 A. Yes, ma'am.
2 Q. And for product trade for this
3 invoice does it list insulation at the top
4 right?
5 A. Yes, ma'am.
6 Q. Do you know why Gale Contractor
7 Services issued this invoice for 39 Gasparilla
8 to Beverly Homes?
9 A. No, ma'am, I do not.
10 Q. Has Beverly Homes, LLC ever hired
11 Gale Contractor Services to do any work?
12 A. No, ma'am.
13 Q. Has Beverly Homes, LLC ever hired
14 Gordon Roberts to do any work?
15 A. Gordon Roberts?
16 Q. Yes, sir.
17 A. Never heard of that name. No,
18 ma'am. If I did it was just -- no we haven't.
19 I mean I never even heard that name.
20 Q. Okay. Whose initials are on this
21 if you recognize it?
22 A. Oh, that's Forrest's.
23 Q. Okay. And where it says 4BV do you
24 know whose handwriting that is?
25 A. No, I don't.

25 A. Beverly Construction Group, LLC.

14 So I think over the years, I'm
15 assuming this now, this is just my personal
16 opinion, I assume over the years they, you
17 know, they -- they have gotten accustomed to
18 Beverly Homes and, you know, they put those
19 that's what they think about when they doing
20 their bill is Beverly Homes and which and I'm
21 assuming that probably somewhere there's
22 probably some checks that show that Beverly
23 Construction Group all those invoices. Say
24 they were stamped on there that what check
25 numbers they were so I think it's very easy to

Q. And before I ask you about that let
me ask this. Do you have any idea why all of
the subcontractors' invoices that we just went

25 A. That's correct. But this is --

1 this is not my primary residence.
2 Q. Okay. And Exhibit A, the invoice
3 from Carolina Boys Landscaping, does this
4 description indicate Randy Bellevue?
5 A. Yes. What they're referring to
6 there is my personal house.
7 Q. Okay.
8 A. At Bellevue.
9 Q. And is the invoice from Carolina
10 Boys Landscaping billed to Beverly Homes?
11 A. Yes, it is.
12 Q. And do you know why Carolina Boys
13 Landscaping issued its invoice to Beverly
14 Homes?
15 A. My assumption is what I just
16 mentioned earlier. That's kind of the face of
17 the business and it is kind of a coincidence.
18 I thought about that. You know, it does say
19 for Randy Beverly, but that four is -- they cut
20 the grass four times. That's not -- you see
21 what I'm talking about under quantities?
22 Q. Yes, sir.
23 A. They cut the grass four times at
24 thirty-five dollars a cut for the hundred and
25 forty or whatever. For my Lot number is Lot 3,

1 A. I own Beverly Investments myself.
2 I own all that. And I own that building.
3 That's where my office used to be.
4 Q. Okay.
5 A. And I didn't notice that. Yeah,
6 about everybody emails bills now so even though
7 it shows that building address, you know, they
8 didn't put it in the mail for that address.
9 I'm confident they emailed it to our office.
10 That's why we got it, but and I don't know if
11 he's ever changed the address even yet. You
12 know what I'm talking about. I mean he just --
13 I didn't even notice that address being on
14 there until you just mentioned it. But that's
15 -- we hadn't been at that address in probably
16 since 2012 or 2013 then we moved it. That's
17 where we were to start with.
18 Q. Okay.
19 A. And then we moved to 544 and then
20 we moved to 501.
21 Q. Did you contact Carolina Boys
22 Landscaping and let them know that this was
23 incorrect and it shouldn't have been billed to
24 Beverly Homes?
25 A. No, ma'am.

1 of course, they wouldn't know what my lot
2 number is.
3 Q. Okay. And has Beverly Homes, LLC
4 ever hired a contractor with Carolina Boys
5 Landscaping?
6 A. Yes, we have. They cut some of the
7 entrances at the subdivisions that we
8 developed. They would be doing that for
9 Beverly Homes.
10 Q. Okay. And the address under bill
11 to Beverly Homes, 1006-B Church Street, Conway,
12 South Carolina, 29526.
13 A. Is that on this bill here now?
14 Where are we?
15 Q. Yes, sir. It's on the invoice from
16 Carolina Boys Landscaping. Do you know whose
17 address that is?
18 A. That's an old, old address. Yeah,
19 I know exactly where that is. It's right next
20 door to Nye's Drug Store in Conway.
21 Q. And who was the company or owner of
22 that address?
23 A. Beverly Investments, LLC.
24 Q. And is Beverly Investments, LLC
25 related in some way to Beverly Homes, LLC?

1 Q. And is there any reason why that
2 was not corrected?
3 A. Long as I got the bill I didn't
4 care if it was Beverly Homes or Beverly
5 Investments or Randy Beverly. And actually the
6 house -- the house -- this house here, is owned
7 by Beverly Investments, not me. I think I may
8 have said earlier I own it, but in essence I
9 own Beverly Investments, but the house in
10 question here, you know, in Bellevue Phase 2 is
11 owned by Beverly Investments.
12 Q. Okay. And whose signature or
13 initials are on this invoice from Carolina Boys
14 Landscaping?
15 A. That's my -- that's mine. Where
16 it said that's okay. You can't hardly read it,
17 but it says okay and RB.
18 Q. Okay. And was this invoice paid by
19 Beverly Homes, LLC?
20 A. No, ma'am.
21 Q. Was this invoice paid by you
22 personally?
23 A. No, ma'am.
24 Q. Who paid this invoice from Carolina
25 Boys Landscaping?

1 A. Beverly Investments would have paid
2 it.
3 Q. Okay.
4 A. That's who really owned the house.
5 They should have paid it. I hope they did.
6 MS. WRIGHT: I'm
7 going to hand you -- I'm going to ask that this
8 be marked as an exhibit. And it says Builder
9 Warrantee at the top.
10 ++++++
11 (BUILDER WARRANTEE
12 WAS MARKED
13 FOR IDENTIFICATION
14 AS DEPOSITION
15 EXHIBIT NUMBER 24)
16 ++++++
17 BY MS. WRIGHT:
18 Q. Okay. And does Plaintiff's
19 Exhibit Number 24 states on the first page,
20 "This limited warranty agreement is extended by
21 Beverly Homes, LLC of Myrtle Beach, South
22 Carolina, the builder, to Carlton and Joan
23 Pender, the purchaser who is the original buyer
24 of the property at Lot 4 Bellevue"?
25 A. Yes, it does.

1 page?
2 A. Whose initials they are?
3 Q. Yes.
4 A. I'm assuming, I can't -- the
5 buyers' initials look like maybe the Penders
6 looks like it may be a P at the end, but I
7 don't know that, but I can tell the seller says
8 Forrest's initials. I recognize his.
9 Q. And on Page 2 of this Builder
10 Warranty for Lot 4 Bellevue does it list
11 builder Beverly Homes, LLC at the bottom of the
12 page?
13 A. Yes.
14 Q. And whose signature is on the
15 signature line for builder, Beverly Homes, LLC?
16 A. Well, the signature right above
17 where it says builder is -- that's Forrest's
18 signature.
19 Q. And do you know why it lists
20 builder, Beverly Homes, LLC on this page of the
21 warranty?
22 MR. PEARCE: I object
23 to the form. You're misstating the language of
24 the exhibit for the second time.
25 THE WITNESS: But I do

1 Q. And at the top of the page does it
2 say, "Builder Warrantee Beverly Homes, LLC"?
3 A. Yes, it does.
4 Q. And do you know did Beverly Homes,
5 LLC provide a warranty for the Lot 4 Bellevue
6 property, at 39 Gasparilla Circle?
7 A. No, ma'am.
8 Q. Do you know why this builder
9 warranty states, Beverly Homes, LLC of Myrtle
10 Beach, South Carolina, is the builder?
11 A. No, ma'am.
12 Q. Do you know who typed this
13 document?
14 A. I do not know who did it. I don't
15 know.
16 Q. Do you know whose handwriting is
17 where it says Carlton and Joan Pender?
18 A. My guess is that's Rebecca's, but
19 I'm not sure of that.
20 Q. At the bottom of the document above
21 the initials on Page 1, do you see where it
22 again states, "Beverly Homes, LLC"?
23 A. Yes.
24 Q. And underneath Beverly Homes, LLC
25 do you know whose initials are signed on this

1 not.
2 BY MS. WRIGHT:
3 Q. Okay. So he objected because he
4 believes that I'm misstating it. So I'm
5 wondering if you can help me understand.
6 Underneath builder it says, "Beverly Homes,
7 LLC" at the bottom of the page.
8 A. Yes, ma'am. Left bottom you're
9 talking about; right?
10 Q. Yes. Okay. Do you know why it
11 says, "Beverly Homes, LLC" underneath builder?
12 MR. PEARCE: It also
13 says the same thing at the bottom of Page 1.
14 It's a footer, signature block.
15 BY MS. WRIGHT:
16 Q. Okay. So is it fair to say you
17 don't know?
18 A. I have no idea, no, ma'am.
19 Q. Okay. And now Number 5 where it
20 says, "Builder Acknowledgement" on Page 2 of
21 this warranty, can you read for me what it says
22 under Number 5, Builder Acknowledgement.
23 A. It says, "Purchaser acknowledges
24 and agrees that the builder, Beverly Homes, LLC
25 shall be responsible for all construction,

1 warranty and building related items."
2 Q. And do you know why Beverly Homes,
3 LLC is listed as the builder in that portion of
4 this document?

5 A. No, ma'am, I do not.

6 Q. Okay. I'm just about done. I just
7 want to go through my topics to make sure I've
8 covered everything. So before I do that is now
9 a good time for a five-minute break?

10 A. Great for me.

11 (A brief recess was taken.)

12 BY MS. WRIGHT:

13 Q. Do you know who had control of 39
14 Gasparilla Circle on January 17th of 2017?

15 A. When you say control I'm not sure.
16 I mean I ---

17 Q. Okay.

18 A. I think the ownership was in the
19 Penders' name. I don't remember the first
20 name, but I think the ownership was in their
21 name.

22 Q. Okay. Is there any company or
23 contractor that you believe had control over 39
24 Gasparilla Circle on January 17th of 2017?

25 A. Well, I guess the company that

1 but there wouldn't be any Articles of
2 Incorporation because ---

3 Q. It's been a while since I ---

4 A. And I'm not sure you get it -- I
5 think there'd almost have to be I think.
6 That's why I say they probably is some kind of
7 Articles. Yeah, we got registered with the
8 Secretary of State so there would be some kind
9 of Articles of the existence, but I mean I
10 probably saw them at one time but I hadn't seen
11 them in years and years.

12 MR. PEARCE: Can we go
13 off the record for just a second.

14 (An off-the-record discussion was
15 held.)

16 BY MS. WRIGHT:

17 Q. Does the Articles of Incorporation
18 and the other document, I can't remember the
19 name of it.

20 A. Operating Agreement.

21 Q. Operating Agreement does it outline
22 anyone's roles or duties or responsibilities?

23 A. Not that I -- I don't know. I mean
24 that's been -- that's been years since we
25 formed all that. And that's, you know, it's

1 would be Beverly Construction Group. I mean
2 they had the contract to build the house and
3 they would be in charge of the construction and
4 I guess -- I guess having control would not be
5 a -- maybe a little bit of a stretch. But
6 there would be -- they would have -- they would
7 be in charge of the construction at the jobsite
8 would be Beverly Construction Group.

9 Q. Okay. Other than Beverly
10 Construction Group, LLC is there any other
11 contractor or company that you believe had any
12 control at 39 Gasparilla Circle?

13 A. No.

14 Q. Is there any agreement between
15 Beverly Homes, LLC and Beverly Construction
16 Group, LLC?

17 A. No, ma'am.

18 Q. Is there any agreement or written
19 document outlining your duties and Forrest's
20 duties related to Beverly Homes, LLC?

21 A. No, ma'am.

22 Q. Is there an Articles of
23 Incorporation for Beverly Homes, LLC?

24 A. It's not a corporation. There
25 might be some Articles in existence I think,

1 all family so like we going back in the file
2 and pulling stuff out and said well, you know,
3 you agree to do that. I mean that just doesn't
4 happen. Thank goodness, yet -- yet. But --
5 but, I don't know.

6
7 MR. PEARCE: We'll
8 get you a copy of that Agreement. It's one
9 page and it doesn't include delegation of
10 duties, it's just a standard operating
11 agreement that outlines who the members are and
12 their ---

13 THE WITNESS: I would
14 think it's probably pretty generic.

15 BY MS. WRIGHT:

16 Q. Okay. Do you know anything about
17 the construction project at Jackson Loop?

18 A. Jackson Loop? No, ma'am. Is that
19 in Murrells Inlet; do you know? Do you know
20 anything about it?

21 Q. I really don't.

22 A. I'm not familiar with that address,
23 Jackson Loop.

24 MR. PEARCE: Well, I
25 asked everything that we have contact with,
with Beverly Homes and Beverly Construction

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1 Group and nobody recognizes that name or
2 address. So I don't know if anybody knows what
3 you're referring to with Jackson Loop.
4 THE WITNESS: Where
5 did that come from?
6 BY MS. WRIGHT:
7 Q. It came from text messages between
8 I think people who worked for one of the
9 Beverly entities and Alan Topper.
10 A. And Alan Topper?
11 Q. Yes.
12 A. I don't know, but that little girl
13 sitting out there if she can't tell you they
14 ain't nobody in our crowd knows. I mean she's
15 the one that kind of to keep the -- she keeps
16 up with everything going on. I mean in the
17 office if you're talking about that kind of
18 thing. But that's not even familiar to me.
19 Q. Okay. Has Toppers Construction or
20 Alan Topper ever done any work for Beverly
21 Homes, LLC?
22 A. No, ma'am.
23 Q. Do you have any opinions about the
24 work that they did at 39 Gasparilla Circle?
25 A. Have no idea. Like I said earlier

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1 I never been in there before. Before that or
2 after that never been in the house period.
3 Q. Do you know the name of the person
4 that controls the Facebook page for Beverly
5 Homes, LLC?
6 A. In our office it would be Charles
7 Byrd. But now I think we hired a third party
8 to kind of assist to that I think. Charles
9 would know, but he -- he's the one -- he's the
10 one coordinates all that with the third party.
11 Q. Okay. And what is Charles' job
12 title?
13 A. He's sales manager for the Beverly
14 Group.
15 Q. Does Beverly Homes, LLC have an
16 email address?
17 A. I don't know. I mean my -- my
18 email address is randy@beverlyhomes,llc if that
19 tells you anything, but ---
20 Q. Earlier you mentioned that invoices
21 would go to your email. So I was wondering
22 what email do invoices go to that are ---
23 A. She can tell you. I mean I don't
24 know. I mean I don't even understand how that
25 works to tell you the truth. But Rebecca, she

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1 would have a handle from all that. But I don't
2 know.
3 Q. And any invoices that you received
4 would they be to the is it randy@ ---
5 A. No, ma'am.
6 Q. No.
7 A. They don't send me invoices there.
8 I would get zero invoices at my email address.
9 Q. Okay.
10 A. There's a girl in the office that
11 gets all that then she kind of reviews them and
12 then what may go to the Beverly Homes she'll
13 put on my desk and what goes to Beverly
14 Construction Group goes to Forrest's desk. Or
15 maybe if it's Beverly Investments it gets --
16 she gets it in my desk, but -- but she --
17 somebody -- there's somebody in our office I
18 think -- I think today it's Leah is the girl
19 that -- but Leah didn't work for us at this
20 time, but Leah gets them all now.
21 Q. Who was the person in that role ---
22 A. No, it isn't. It's Robert. I
23 don't know if it matters, but I just want to be
24 sure if I'm on record I don't tell you a fib,
25 it's Robert gets it. He's the one that reviews

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1 the bills and invoices and dispenses them out.
2 Q. Who was the person in that role in
3 2016 and 2017?
4 A. I don't know -- I don't know.
5 Rebecca would have a better recollection of
6 that than I would.
7 Q. Did Beverly Homes, LLC report this
8 incident to OSHA?
9 A. Not that I'm aware of.
10 Q. Does Beverly Homes, LLC have a
11 manual or any written policies or procedures?
12 A. Not that I'm aware of.
13 Q. Did Beverly Homes, LLC do anything
14 to investigate this incident that we're here
15 for today?
16 A. No, ma'am.
17 Q. Who is the person recordkeeping
18 for Beverly Homes, LLC?
19 A. Who would that -- Rebecca Beverly
20 at that time anyway.
21 Q. Okay. Do you believe that Evarista
22 Lorenzo did anything to cause herself to fall
23 down the elevator shaft?
24 A. I have no idea. I never even been
25 to that jobsite. Never met her.

1 Q. Okay. Other than your attorneys
2 have you spoken to anyone else about this
3 incident?
4 A. Ever?
5 Q. Yes, sir.
6 A. I feel confident I have. I don't
7 remember the conversations, but -- but I feel
8 confident I have. In fact, I know I have. You
9 know, it was -- it was -- you know better than
10 me it was bad. But, you know, we've had --
11 I've had some conversations I mean with people
12 about it, yes.
13 Q. When did you first find out that
14 this incident occurred?
15 A. Well, I would guess at this. I
16 mean, you know, obviously this was what almost
17 four years ago; is that right? Yeah. Next
18 month will be four years, won't it? But I
19 would -- I would think just a day or two later.
20 Q. And have you ever spoken to Ms.
21 Lorenzo?
22 A. No, I have not.
23 Q. And from whom did you find out
24 about this incident?
25 A. I don't remember that either. I

1 mean I'm thinking it was -- I'm thinking it was
2 probably Forrest, but I don't know that. It
3 could have been Jonathan Martin. I see
4 Jonathan periodically and I've mentioned it to
5 Forrest, but I seen him occasionally.
6 Q. Did you review any documents or
7 materials in preparation for this deposition
8 today?
9 A. Did I view any documents? Yes,
10 ma'am, I did.
11 Q. Okay. And what did you review to
12 prepare for this deposition?
13 A. Yeah, some of that stuff that you
14 gave me earlier. Just what do you call that?
15 Remember I told you I didn't even understand
16 what that was?
17 Q. Interrogatories?
18 A. Yeah -- yeah, that -- that attorney
19 for Beverly Homes and, of course, the
20 Affidavit, I read that. I did review that
21 again. I mean obviously I did it way back
22 when, but there again I don't know when that
23 was. But I did review that again and then the
24 -- it was pretty early on. It was
25 Interrogatories, that's what it was.

1 Q. Okay.
2 A. Well, I know they were in here.
3 But remember we were talking about those I said
4 I don't even see ---
5 Q. Yes, I know what you're talking
6 about.
7 A. Yeah, I did look back over those.
8 It was like questions that our attorney had --
9 had answered on Beverly Homes' behalf. But
10 anyway I did look over that. But that's really
11 the only -- only documents I have. All this
12 other stuff I've never seen that before.
13 Q. Okay. The conversations that
14 you've had with people about this incident
15 other than your attorney just to confirm you
16 don't remember the contents of those
17 conversations; is that correct?
18 A. Well, you know, I don't. Nothing
19 specific, but it was just that, you know,
20 there'd been a terrible accident. I mean a
21 lady was, you know, of course at the time we
22 didn't know how bad and it turned out to be
23 real bad. But -- but that was just the extent
24 of it. I mean I ---
25 Q. And were those conversations about

1 this incident with any to Forrest and Jonathan?
2 Was there any other person?
3 A. Well, yeah, actually -- actually my
4 next door neighbor that lived beside my house
5 at -- at Bellevue. I mean there was people in
6 the community had heard about it and my next
7 door neighbor a guy named Rusty Faulk he and
8 had a conversation that, you know, and, you
9 know, he was just kind of checking to see how
10 the woman was doing, you know. But that was
11 that's about it.
12 Q. Has Beverly Homes, LLC paid for any
13 of Ms. Lorenzo's medical treatment?
14 A. No, ma'am. Beverly Homes, LLC?
15 Q. Yes.
16 A. No, ma'am.
17 Q. Has Beverly Homes, LLC made any
18 payments to Ms. Lorenzo?
19 A. No, ma'am. Not that I'm aware of.
20 That wasn't something I was -- had any
21 knowledge of.
22 Q. Did Strand Paint Contractors, LLC
23 do anything to cause Ms. Lorenzo to fall down
24 the elevator shaft?
25 A. I have no idea.

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1 Q. Did Port City Elevator, Inc. do
2 anything to cause Ms. Lorenzo to fall down the
3 elevator shaft?
4 A. I don't have any idea.
5 Q. Okay. Have you understood all my
6 questions today?
7 A. Yes, ma'am, I think I have. I mean
8 -- but I think you're doing a good job. Be
9 able to speak so I could understand you. I
10 don't think I misunderstood anything. If I
11 did, I asked you to repeat it and you did and I
12 understood it then.
13 Q. Do you have any other information
14 about this incident or related to Beverly
15 Homes, LLC that you will testify about at trial
16 that we've not discussed today?
17 A. Not that I can think of, no, ma'am.
18 Q. Okay. I don't have any further
19 questions at this time, but please answer any
20 questions that the other attorneys might have
21 for you.
22 A. Okay.
23 MR. PEARCE: Does
24 anybody on Zoom have any questions?
25 MS. WALKER: I don't

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1 have any questions.
2 MS. THOMPSON: No
3 questions.
4 MS. PRICE: None for
5 me.
6 MS. WRIGHT: Okay.
7 Well, thank you so much for being here. I
8 appreciate it.
9 (Whereupon, the deposition was
10 concluded at 1:30 p.m.)

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1 CERTIFICATE
2 STATE OF SOUTH CAROLINA
3 COUNTY OF HORRY
4 I, Debbie Rayl,
5 Professional Verbatim Reporter and Notary
6 Public for the State of South Carolina, certify
7 that I did have RANDY BEVERLY to appear before
8 me at 10:18 a.m. on the 10th day of December,
9 2020, in the office of Pearce Law Group, Myrtle
10 Beach, South Carolina; that the witness was
11 duly sworn to tell the truth, the whole truth
12 and nothing but the truth; that the foregoing
13 pages constitute a true and accurate transcript
14 of the testimony given at that time and place.
15 I further certify that I am not of
16 counsel or kin to any of the parties to this
17 cause of action, nor am I interested in any
18 manner in its outcome.
19 IN WITNESS WHEREOF I have hereunto
20 set my hand and seal this 14th day of December,
21 2020.
22
23 _____
24 Debbie Rayl, Notary Public
25 My Commission expires January 24, 2021

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wait (3) 28:11;86:17,18 waiving (1) 60:14 walk (4) 62:12,12,13,14 walked (2) 60:17,25 WALKER (1) 129:25 walking (1) 45:22 Ward's (1) 48:11 warm (1) 95:19 warning (2) 39:8;66:1 warnings (1) 39:5		Y y'all (1) 59:17 year (6) 14:4;17:8,20;18:18; 22:15;25:10 years (24) 12:22;13:3;14:15; 15:18,22;17:6,13,23; 20:1,6,13,14;29:14; 44:15;61:7;83:2;86:6; 107:14,16;119:11,11, 24;125:17,18 younger (1) 21:17		

ELI ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
FILED ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

55:20;72:15;108:19; 109:25	70:20;71:2,8,10			
30b6 (1) 39:24	8			
30th (2) 81:7,9	8 (2) 51:16;71:25			
39 (59) 24:15,25;34:9,18,22; 36:8,21;37:1;38:2,6,10, 14,18,22;39:1,5,8,11, 15;40:12,16,20,23; 41:2,6,10,14;46:23; 58:8,22;59:10;62:2; 64:7;65:24;67:17,24; 69:11,17,22;72:23; 73:4;78:2,10;79:14; 81:13,17;84:6;87:25; 89:25;91:1;92:16,24; 103:20;104:7;114:6; 117:13,23;118:12; 121:24	843-458-0037 (1) 97:16			
	9			
3rd (1) 84:2	9 (4) 55:23;74:1,5,6 90 (1) 20:5 9007 (7) 48:1,7,14,17,24; 99:2;103:24			
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4 (26) 24:18;53:9,19;54:9, 11,25;57:1;72:17; 74:13;76:5;78:10; 87:25;91:2;92:17;94:2, 5;97:6;98:23;99:7; 100:6,13;101:17,25; 113:24;114:5;115:10				
4BV (2) 104:23;105:19				
5				
5 (7) 49:4;55:9;57:5,13, 23;116:19,22				
5/24 (1) 12:19				
501 (3) 31:24;48:21;111:20				
512 (3) 82:8;85:14;86:3				
544 (8) 48:2,7,14,17,24; 99:2;103:25;111:19				
6				
6 (8) 49:3,10;51:9;54:11; 59:23;60:6;66:10,19				
6th (1) 49:6				
7				
7 (4)				

ELI ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELI ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824



Exhibit: 1
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

RESIDENTIAL ELEVATOR SPECIFICATIONS/CONTRACT

For Single Family Dwelling Only

DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

TYPE: Garaventa Elvoro MR Counterweighted	CAPACITY: 1,000 lbs.	
SPEED: 40 feet per minute	TRAVEL: Approximately 20 feet	
CONFIGURATION: In-Line	LANDINGS: 3	OPENINGS: 3
HOISTWAY DOOR SWINGS: Right Hand		

NOTE: Door hand cannot be changed after the elevator is ordered.

Please sign below confirming door swing stated above

CAR AND APPOINTMENTS:

- Car Size: Custom to fit shaft, Inside car height is 84"
- UNFINISHED WOOD VENEER OR FINISHED MELAMINE WALL PANELS STANDARD
- WHITE MELAMINE CEILING PANEL
- FOUR recessed lights with white bezels and reflectors to match fixtures
- BRUSHED STAINLESS STEEL handrail
- BRUSHED STAINLESS STEEL Control Fixtures
- BRUSHED STAINLESS STEEL PHONE BOX
- Digital floor position indicator

CAR GATE:

Split Accordion gate with clear vision panels

MECHANICAL EQUIPMENT:

- Modular 8# T-Rail Structure
- Car Frame assembly
- (2) #30 roller chain
- Inverter controlled variable speed in-line geared assembly with counterweighted chain drive and 2HP motor

DRIVE SYSTEM:

In-line Drive: Counterweighted geared drive, heavy duty car sling with roller guides running on 8 lb. per foot steel T-rails. Motor (2 HP) mounted above guide rails. No machine room required. Electronic control box can be located at the top of the hoistway or remotely located.

DRIVE ACCESS:

- A access hatch located at the Upper Landing is REQUIRED for emergency manual lowering

POWER SUPPLY:

- 230 VAC, 15amp, single phase
- 115 VAC, 15amp circuit required for car lighting
- Telephone line

Page 2 of 5

DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

CONTROLS:

- Garaventa Design PLC Controller with integrated self-diagnostics
- Fully Automatic push button at car and hall landings
- Automatic car lighting
- Digital position indicator located in car
- Automatic homing

SAFETY FEATURES:

- Slack Chain Safety Device
- Motor controller supply (located in controller)
- Car lighting supply (located in controller)
- Upper and Lower final limit switches
- Pit Stop Switch
- Car Top Stop Switch
- In-car emergency stop switch and alarm
- Safety switch for car gates
- Battery backup emergency car lights and alarm
- Electromechanical hoistway door interlocks

HOISTWAY DOOR INTERLOCKS: Provided to prevent operation of elevator unless doors are closed, and to prevent opening of any door unless cab is at designated landing. ~~Hoistway doors provided with automatic interlocks to prevent operation of elevator unless doors are closed, and to prevent opening of any door unless cab is at designated landing.~~

Please note the following measurements per code:

Measurement from back of hoistway door to the edge of landing sill shall not exceed 3".

Measurement from back of hoistway door to car gate shall not exceed 5".

PREPARATORY WORK BY OTHERS:

The following preparatory work to accommodate the elevator is to be done by others:

- **Hoistway**
 - A. Provide an enclosed, plumb and square hoistway with smooth interior surfaces. Include fascias or furring of hoistway interior where applicable.
 - B. The purchaser shall do any carpentry work, cutting or patching occasioned by the installation.
 - C. Provide adequate support for guide rail fastenings per manufacturer's specifications.
 - D. Provide 8" minimum deep, level pit floor to support loads indicated on elevator manufacturer's approval drawings.
 - E. All machines must be enclosed per code.
 - F. Provide 230 Volt, 15 Amp, Single phase, 60Hertz
 - G. Provide 115 Volt, 15 Amp Circuit is required for car lighting
 - H. Provide Telephone Jack
 - I. Provide proper access for machine per code.

GUARANTEE:

- **Unit:** Two year limited warranty upon shipment of elevator from manufacturer.
- **Labor:** Labor warranty will be for 1 year during the normal working hours of the trade except as noted. Any elevator installed in a residence used as a rental property will be limited to a 90 day warranty on labor during the normal working hours of the trade.

NOTE: The warranty will be void if the house is used for any other purpose than a single family dwelling.

Port City Elevator, Inc.
3334-B US HWY 421 North
Wilmington, NC 28401
910-790-9300

Page 3 of 5

DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

CONTRACT

1. The price below does NOT include any cost for third party inspection. If the local inspectors require a third party inspection the cost of same will be the responsibility of the purchaser.
2. We include all sales or use taxes in force on the date of this proposal.
3. The purchaser agrees to pay any additional taxes applicable to this contract enacted after the date of this proposal.
4. There will be a \$10.00/week storage fee for any elevator that is in our warehouse longer than 46 days. This storage fee will be in addition to the contract price of the elevator and will be included on your final invoice.
5. We assume no liability on account of accidents to persons, except those directly due to the negligent acts or omissions of this company or its employees.
6. The company shall not be held responsible or liable for any loss, damage, detention or delay caused by accidents, strikes, lockouts, or by any other cause which is unavoidable or beyond its reasonable control, or in any event, for consequential damages. Acceptance of the elevator installation by the purchaser shall constitute waiver of all claims for loss or damage due to delay.
7. It is agreed that our workmen shall be given a safe place in which to work. We reserve the right to discontinue our work in the building whenever in our opinion this clause is being violated.
8. Should damage occur to our material or work on the premises by fire, theft or otherwise, if not caused by us, the purchaser is to compensate us therefore.
9. Unless otherwise agreed, it is understood that the work will be performed during our regular working hours of our regular working days. If overtime work is mutually agreed upon and performed, the additional price, at our usual rate for such work, shall be added to the contract price.
10. No elevator will be turned over without a 24 hour prior notice. No Exceptions.
11. This proposal, when signed and accepted by the purchaser, and approved by an authorized official of this company, together with the specifications referred to herein, shall constitute exclusively the contract between the parties, and all prior representations or agreements, whether written or verbal not incorporated herein, are superseded.
12. This contract is not valid unless approved by an authorized official of this company.
13. Any elevator not installed within 120 days of acceptance of contract will be subject to additional charges based on our cost increase only.
14. This contract is subject to escalation or cancellation if not accepted within 30 days from date of submission.
15. If elevator is used before homeowner moves into house all calls will be chargeable, warranty or not.
16. Elevator cannot be turned over until 100% of the contract price has been received by Port City Elevator, Inc.

Port City Elevator, Inc.
3334-B US HWY 421 North
Wilmington, NC 28401
910-790-9300

Page 4 of 5

DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

17. Payments shall be made pro-rata per elevator as follows:

Due upon contract signing.....	\$9,000.00
Due 30 days after elevator ships from Manufacturer.....	\$7,600.00
Due 30 days upon completion and prior to turnover.....	\$3,000.00

We reserve the right to discontinue our work at any time until payments shall have been made as agreed, and we have assurance satisfactory to us that subsequent payments will be made as they fall due. Should we be delayed by reason of any default on the part of the purchaser in the terms and conditions of this proposal, the entire contract price, less payment theretofore made, shall become due, and shall bear interest at the full legal rate. Reasonable collection and attorney fees will be assessed to all accounts placed for collection.

18. We propose to furnish and erect the elevator installation as outlined in the accompanying proposal for the sum of \$ 19,500.00 (Nineteen Thousand Five Hundred Dollars)

Respectfully submitted,
Port City Elevator, Inc.
By: Seth Newman

ACCEPTANCE:

Firm: Beverly Cons. Group

By: [Signature]

Title: Cons. Supv

Date: 12-6-16

Date:

ACCEPTANCE:

By: _____

Homeowner

By: _____

Homeowner

Date: _____

[Redacted Signature]
(Elevator will not be ordered until we have a ship date from the contractor.)

UNFINISHED WOOD VENEER WALL SELECTION:

OAK _____ MAPLE _____ BIRCH X _____ MAHOGANY _____

Initials: [Signature]

FINISHED MELAMINE WALL PANELS SELECTION:

WHITE _____ ANTIQUE WHITE _____ DARK MAPLE _____

LIGHT MAPLE _____ GRAY _____ OAK _____ WALNUT _____

Initials: _____

ACCORDION GATE W/ 3 CLEAR PANELS COLOR SELECTION:

WHITE X _____ ANTIQUE WHITE _____ BLACK _____

Initials: [Signature]

APPROVED:

Port City Elevator, Inc.

By: [Signature]

Title: Cons. Supv

Date: 12-6-16

Port City Elevator, Inc.
3334-B US HWY 421 North
Wilmington, NC 28401
910-790-9300

Page 5 of 5

DATE: December 2, 2016

JOB: Pender Residence, 39 Gasparilla Circle, Murrells Inlet, SC 29576

ELEVATOR FOR: Beverly Homes, 9007 Highway 544, Myrtle Beach, SC 29588

ADDITIONAL OPTIONS TO BE ADDED TO THE TOTAL COST OF THE ELEVATOR
(Due at time of Down Deposit)

FIXTURE UPGRADES:

Integrated Phone into COP
 Oil Rubbed Bronze Fixtures

\$ 425
 \$ 750

APPROVAL

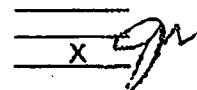
Brushed Stainless Hall Call w/ Floor Indicator,
 Car Control Panel w/ Integrated Phone

\$2,500

GATE UPGRADES:

All Clear Vision Panels
 Aluminum Perforated Gate
 Automatic Accordion Gate Operator
 Automatic Door Operator

\$ 750
 \$ 1,200
 \$ 1,500
 \$ 2,200 each



CAB UPGRADES:

Unfinished Cherry, Makore, Bamboo, Walnut wood veneer
 Matching ceiling

\$ 550
 \$ 220

Maple or Oak Inset (Flat) Wall Panels
 Matching ceiling

\$ 1,400
 \$ 485

CHERRY Inset (Flat) Wall Panels
 Matching ceiling

\$ 1,950
 \$ 605

Maple or Oak Raised Panel Wall Panels
 Matching ceiling

\$ 4,485
 \$ 1,000

CHERRY Raised Panel Wall Panels
 Matching ceiling

\$ 4,800
 \$ 1,100

Clear Polyurethane Finish

\$ 675

Port City Elevator, Inc.
 3334-B US HWY 421 North
 Wilmington, NC 28401
 910-790-9300

Exhibit: 2
 Wit: Beverly
 Date: 12-10-2020
 Rep: Debbie Ray

JOB: Pender Residence	EQUIP TYPE: 3 st Garaventa
39 Gasparilla Circle Murrells Inlet SC 29576	SERIAL: 71642A
PCE Contact: Stan	CONTRACTOR: Beverly Homes
START DATE: <u>3-6-17</u> FINISH DATE: <u>3-7-17</u>	CONTACT: 843-236-4663

**** Before starting: Check shaft Size, travel, door swings, door centerlines.****

NOTES ABOUT JOB:
<u>Gate code # 2580</u>

	Techs	HRS Worked	NOTES
DAY 1 Date:	<u>2B</u> <u>MP</u>	<u>10.5</u>	
DAY 2 Date:	<u>2B</u> <u>MP</u>	<u>12.5</u>	<u>Doors are hollow! Needs through bolts</u>
DAY 3 Date:			

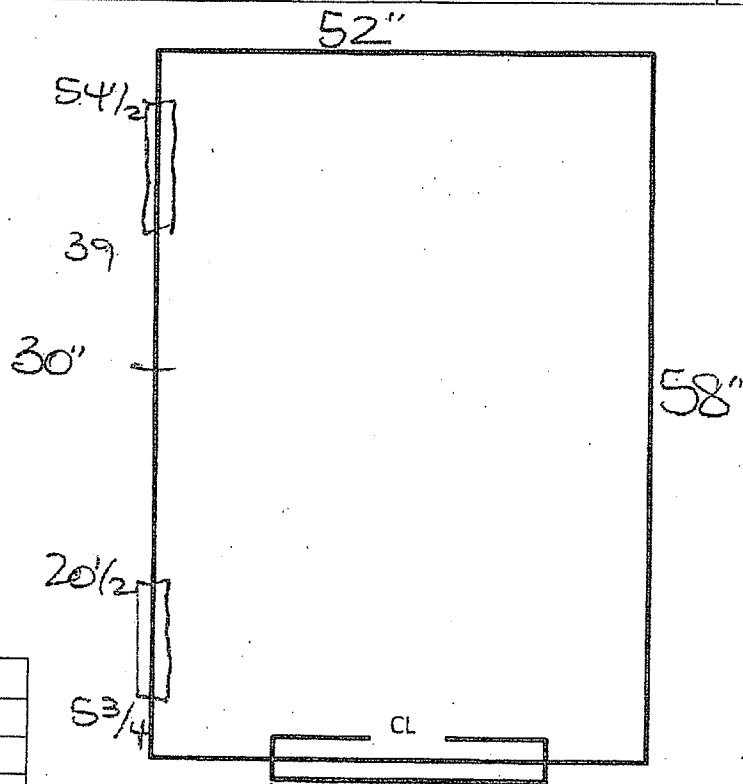
	Floor 1	Floor 2	Floor 3	Floor 4
3"	<u>3</u>	<u>3</u>	<u>3</u>	
5"	<u>5 1/2</u>	<u>6</u>	<u>6</u>	

LEAD TECH: Zach Ran on Auto: ☒ Ready to Turn Over: ☒ Work Still Needed: ☐

Contractor to complete	PCE to correct	PCE Items at Turnover
Was contractor notified of problems ☐ Yes ☐ No Notified: _____	☐ Follow up with contractor Initial: _____	T/O Tech: _____

Exhibit: 3
 Wit: Beverly
 Date: 12-10-20
 Rep: Debbie Rayl

Contractor: BEVERLY HOMES		Owner: PENDER	
Address: 9007 HWY 544, MB, SC		Address: 39 GASPERILLA	
Contact: JONATHAN MARTIN 29588		MURRELLS INLET, SC	
Job Type: New Constr. / Addition 843-458-0037		Permit:	
Stops: 3	Config.: IN-LINE	Type:	Door Swing: RH



Pit:	9"
1-2:	139"
2-3:	139"
3-4:	
O.H.:	98"

NOTES:

EXTRA 20' OF TRAVEL CABLE DUE TO
 CONTROLLER MOUNT IN ATTIC

36 x 48 CAB

GATE CODE #2580

CARLTON PENDER 770-354-1074

carlton.pender@gmail.com

Turner Padget

DAVID S. COBB
Direct Dial: (843) 576-2803
Direct Fax: (843) 577-1629
dcobb@turnerpadget.com

September 1, 2020

Ian D. Maguire
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577

Re: Evarista Juan Lorenzo v. Port City Elevator, Inc. et al.
Docket No.: 2018-CP-22-824
TPGL file: 12049.141

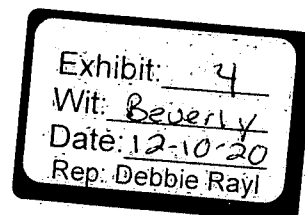
Dear Ian:

We enclose Beverly Homes, LLC's answers to Plaintiff's discovery requests. If you have any questions or need additional information, please call me at your convenience. With kind regards,

TURNER PADGET


David S. Cobb

DSC/sqb
enclosures
cc: counsel of record (with enclosures)



STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

Docket No.: 2018-CP-22-824

EVARISTA JUAN LORENZO,)

Plaintiff,)

v.)

DEFENDANT BEVERLY HOMES,
LLC'S ANSWERS TO PLAINTIFF'S
INTERROGATORIES

PORT CITY ELEVATOR, INC., ALAN)

TOPPER D/B/A ALL)

CONSTRUCTION, 2020 CUSTOM)

CONTRACTORS A/K/A 2020)

CUSTOM CONTRACTORS, LLC,)

CITADEL SITE MANAGEMENT,)

LLC, DVBT CONSTRUCTION A/K/A)

DVBT CONSTRUCTION, LLC,)

DVBT MULTISERVICES, LLC,)

BEVERLY CONSTRUCTION)

GROUP, LLC, BEVERLY HOMES,)

LLC, BEVERLY HOMEBUILDERS,)

LLC, STRAND PAINT)

CONTRACTORS, LLC, DEPAZ)

PAINTING LLC, ENHANCED)

HEATING & AIR CONDITIONING,)

LLC, CARLTON PENDER, AND)

JOAN PENDER)

Defendants.)

TO PLAINTIFF AND ATTORNEYS FOR PLAINTIFF:

Defendant Beverly Homes, LLC answers Plaintiff's Interrogatories as follows:

STANDARD INTERROGATORIES

1. Give the names and addresses of persons known to the parties or counsel to be witnesses concerning the facts of the case and indicate whether or not written or recorded statements have been taken from the witnesses and indicate who has possession of such statements.

ANSWER:

Forrest Beverly
Beverly Homes, LLC
Post Office Box 512
Conway, South Carolina 29528

Mr. Beverly is one of the owners of Beverly Homes, LLC and will testify about the construction of the Pender residence.

Defense counsel reserves the right to call additional witnesses, including any witness and expert identified by any party through the course of discovery and Plaintiff's medical providers and records custodians.

2. Set forth a list of photographs, plats, sketches or other prepared documents in possession of the party that relate to the claim or defense in the case.

ANSWER: This Defendant references the documents produced with the motions it has filed in this case, which include the cancelled checks showing Beverly Construction Group, LLC paid the expenses associated with the construction of the Pender residence. This Defendant does not have other documents related to this matter other than its insurance policy and documents produced by other parties.

3. Set forth the names and addresses of all insurance companies which have liability coverage relating to the claim and set forth the number or numbers of the policies involved and the amounts or amounts of liability coverage provided in each policy.

ANSWER:

Starr Indemnity & Liability Co.
Policy No.: 1000054577171
Policy Period: January 10, 2017-January 10, 2018
Limits: \$1,000,000 per occurrence
\$2,000,000 aggregate

4. List the names and addresses of any expert witnesses whom the party proposes to use as a witness at the trial of the case.

ANSWER: Counsel has not retained an expert witness at this time; however, counsel notifies the parties that he reserves the right to

retain and use an expert witness in preparation for trial and/or at the trial of this case and will promptly notify the parties as required by court rules. Defendant also relies on the testimony from the defense experts.

5. For each person known to the parties or counsel to be a witness concerning the facts of the case, set forth either a summary sufficient to inform the other party of the important facts known to or observed by such witness, or provide a copy of any written or recorded statements taken from such witnesses.

ANSWER: See Answer to Interrogatory 1.

6. If Defendant is improperly identified, give the proper identification and state whether counsel will accept service of an amended summons and pleading reflecting the correct information.

ANSWER: Beverly Homes, LLC was not involved with the construction of the Pender residence.

GENERAL INTERROGATORIES

1. Provide the complete identity of any person(s) that you intend to call as a witness at the trial of this case.

ANSWER: See Answer to Standard Interrogatory 1.

2. Provide the complete identity of the person(s) responding to these interrogatories on behalf of Defendant and the complete identity of each person who has provided information in connection with these interrogatories.

ANSWER: Counsel for Defendant.

3. Provide the complete identity of any person not already named as a party to this litigation to whom you contend either caused and/or contributed to the incident, including any architect, engineer, designer, contractor, subcontractor, or others.

ANSWER: Unknown. Defendant did not perform work at and was not involved with the construction of the Pender residence.

4. Provide the complete identity of each person with whom you are aware that:
- (a) Witnessed the incident or the events occurring immediately before or after the incident; and/or who
 - (b) Heard any statements made about the incident by any individual at the scene.

ANSWER: See answer to interrogatory 3.

5. Describe in detail any conversation(s) that any representative of yours has had with Plaintiff either prior to or following the incident.

ANSWER: None.

6. Describe any procedure(s) that you had in place for the inspection of subject area at the time of the incident.

ANSWER: None.

7. Describe the specific procedures, if any, that are followed in the course of training your employees with regard to injuries on job sites. This would include any and all writings, slides, presentations, photographs, films, videotapes, etc. which you utilize in training your employees.

ANSWER: Not applicable.

8. Describe the specific procedures, if any, that are followed in the course of training your employees with regard to the maintenance, inspection, safety marking, and/or cleaning of the subject area. This would include any and all writings, slides, presentations, photographs, films, videotapes, etc. which you utilize in training your employees.

ANSWER: Not applicable.

9. Provide the **complete identity** of each employee and/or representative with personal knowledge of the **incident**. For each such individual, identify his or her job title and job or function which was being performed by that individual at the time of the incident.

ANSWER: None.

10. Provide the **complete identity** of each **person** interviewed concerning the **incident**. For each such **person**, state:

- (a) The date of the interview; and
- (b) The substance of the interview.

Note: If the interview was recorded and/or transcribed, a reproduction of the recording and/or transcript will suffice.

ANSWER: None.

11. Identify each and every writing and/or report made by any person concerning the incident.

ANSWER: Unknown.

12. Please state, in your own words, what you believed happened to Plaintiff in the subject area on or about January 17, 2017. Include in your answer the basis upon which you have formed that belief.

- (a) Provide the **complete identity** of each person (excluding your attorney) who provided you with information which enabled you to respond to this Interrogatory.

ANSWER: Unknown.

13. Identify any previous or subsequent incidents of which you are aware which occurred in substantially the same manner and/or in the subject area as this incident.

ANSWER: None.

14. For each incident and/or claim identified in your answer to Interrogatory No. 13, state:

- (a) The date of the alleged incident/injury;
- (b) The date that the claim was received;
- (c) The complete identity of the person(s) involved; and
- (d) The complete identity of any attorney(s) involved for each such incident/claim.

ANSWER: Not applicable.

15. Provide the date(s) of any renovation, construction, maintenance, and/or improvement(s) to the subject area both prior to and subsequent to the incident.

ANSWER: See answer to interrogatory 3.

16. If so alleged, please fully describe the basis of your opinion or position that Plaintiff was contributory or comparatively negligent in relation to this incident.

ANSWER: This Defendant craves reference to the deposition testimonies of Plaintiff and the other witnesses.

17. What efforts, if any, were made by you to correct the condition which Plaintiff contends caused the occurrence in question after the incident?

ANSWER: See answer to interrogatory 3.

18. Describe the method and timing of any warnings, whether verbal or written (such as by a sign or otherwise) which you allege were given specifically to Plaintiff and/or others on the premises with regard to the subject area.

ANSWER: See answer to interrogatory 3 and to interrogatory 16.

19. Do you contend that Plaintiff or any family/friends of Plaintiff made any admission or statement against interest to you, your agents or employees, and/or anyone else in connection with this incident? If your answer is anything other than an unequivocal "no," please set forth the following: the substance of each such admission or statement; the person(s) who made each such admission or statement; the persons present when the admission or statement was made; the time, date and place each such admission or statement was made; and if you contend the admission or statement was made in writing, identify specifically each document you contend contains each such admission or statement.

ANSWER: Not applicable.

20. At the time of the incident, do you contend that any person or entity other than you managed or assumed responsibility for the premises on which Plaintiff alleges that she was injured? If so, state each and every fact on which you base that contention and identify any writing that supports your contention.

ANSWER: See answer to interrogatory 3.

21. At the time of the incident, do you contend that any person or entity other than you and your employees and/or agents were responsible for the maintenance and/or inspection of the subject area on which Plaintiff alleges that she was injured? If so, state each and every fact on which you base that contention and identify any writing that supports your contention.

ANSWER: See answer to interrogatory 3.

22. If anyone investigated this matter for you, including medical experts, private investigators or insurance adjusters, please state their complete identity and state whether such investigation was reduced to writing. If said

investigator obtained any signed statements or recorded statements, provide the **complete identity** of the **person** who gave the statement and attach to **your** Answers a copy of any such statement.

ANSWER: None.

23. Do you or anyone acting on **your** behalf know of any **writings**, photographs, films, or videotapes depicting any place, object or individual concerning the **incident** or Plaintiff's injuries (either prior to, during or at any time following the **incident** to the present date)? If so, state:

- (a) the places, objects, or **persons** photographed, filmed, or videotaped;
- (b) the date the photographs, films, or videotapes were taken;
- (c) the **complete identity** of the individual taking the photographs, films, or videotapes;
- (d) the **complete identity** of each person who has the original or a copy.

ANSWER: No.

24. Identify any social media accounts and/or pages maintained by **you** or on **your** behalf that would involve advertising, marketing, promoting, and/or notifying consumers and/or the general public of **your** services

ANSWER:

<https://www.beverlyhomessc.com>

<https://www.facebook.com/BeverlyHomesSC/>

TURNER PADGET

David S. Cobb (Bar Number 66569)

Post Office Box 22129

Charleston, South Carolina 29413-2129

Direct: (843) 576-2803

Fax: (843) 577-1629

dcobb@turnerpadget.com

and

Christopher Pearce
Laurence R. Wells, IV
1314 Professional Drive
Myrtle Beach, South Carolina 29577

ATTORNEYS FOR DEFENDANT BEVERLY
HOMES, LLC

September ____, 2020

STATE OF SOUTH CAROLINA)

COUNTY OF GEORGETOWN)

EVARISTA JUAN LORENZO,)

Plaintiff,)

v.)

PORT CITY ELEVATOR, INC., ALAN)
 TOPPER D/B/A ALL)
 CONSTRUCTION, 2020 CUSTOM)
 CONTRACTORS A/K/A 2020)
 CUSTOM CONTRACTORS, LLC,)
 CITADEL SITE MANAGEMENT,)
 LLC, DVBT CONSTRUCTION A/K/A)
 DVBT CONSTRUCTION, LLC,)
 DVBT MULTISERVICES, LLC,)
 BEVERLY CONSTRUCTION)
 GROUP, LLC, BEVERLY HOMES,)
 LLC, BEVERLY HOMEBUILDERS,)
 LLC, STRAND PAINT)
 CONTRACTORS, LLC, DEPAZ)
 PAINTING LLC, ENHANCED)
 HEATING & AIR CONDITIONING,)
 LLC, CARLTON PENDER, AND)
 JOAN PENDER)

Defendants.)

IN THE COURT OF COMMON PLEAS

Docket No.: 2018-CP-22-824

DEFENDANT BEVERLY HOMES,
 LLC'S RESPONSES TO
 PLAINTIFF'S REQUESTS FOR
 PRODUCTION

TO PLAINTIFF AND ATTORNEYS FOR PLAINTIFF:

Defendant Beverly Homes, LLC responds to Plaintiff's Requests for Production as follows:

1. Color copies of any and all photographs or videotapes relating in any way to the matters referred to in the Complaint or the damages claimed, including but not limited to color photographs of Plaintiff and/or the subject area

(prior to, during, and following the incident). If you contend that you are not in possession of any color copies, then produce a copy of the original negative or the electronic file (in a readable format) for each and every picture and/or video in your possession as the same relates to the location, injuries, and/or surveillance.

RESPONSE: See answer to interrogatory 2.

2. Copies of any documents that evidence liability insurance policies (to include copies of each policy) covering the premises at the time of the incident and/or which afforded any coverage to you at the time of the incident. For purposes of responding to this request, referencing a response to Plaintiff's foregoing interrogatories will not be considered sufficient unless complete policy information (named insured, insured address, policy number, and details of the amounts of coverage for bodily injury, medical payments, and/or excess coverage) has been disclosed in the referenced response.

RESPONSE: See attached declarations page.

3. Copies of all insurance policies offering umbrella coverage to you at the time of the incident or which afforded any coverage to you at the time of the incident.

RESPONSE: See attached declarations page.

4. Copies of any written reports by expert witnesses retained for use at trial or identified as witnesses at trial in response to Plaintiff's Interrogatories, including but not limited to the following:

- a) All writings, documents, including draft notes, preliminary reports, and/or final reports, prepared in whole or in part by the expert on the subject matter and in connection with those matters about which the expert is expected to testify at trial;
- b) All documents sent to the expert by you in reference to this litigation;

- c) All documents upon which the expert will rely for the opinion or opinions that the expert will express at trial;
- d) All documents utilized, relied upon, consulted and/or reviewed by the expert in connection with this litigation to the best of the expert's recollection;
- e) All documents setting forth any compensation agreement between you and the expert;
- f) Identification by Court, term, number and date, any and all litigation wherein the expert was either a party or testified as a witness;
- g) All documents that have been or will be shown to the expert during or in the preparation of the expert's testimony at deposition or trial;
- h) All documents, including a Curriculum Vitae, that you contend will establish the expert's qualifications for trial purposes.

RESPONSE: None.

5. Copies of any writings, books, records, reports, photographs, moving pictures, videotapes, drawings, charts, maps, diagrams, models, or other documentary materials or tangible objects which you intend to offer into evidence. This request includes any reports by law enforcement agencies, fire departments, EMT crews, private investigators, newspaper reporters, insurance investigators, or other agencies or entities that responded to or investigated the incident.

RESPONSE: Defense counsel objects to this Request because it seeks to invade the mental impressions, legal conclusions, thoughts, and trial strategies of counsel, which are protected by the work product and/or attorney-client privilege. This Defendant craves reference to the discovery produced to date by all parties and the documents it produced with the motions it filed in this lawsuit.

6. Copies of any statements, to include statements of possible witnesses, whether written, oral, summarized, or otherwise reproduced in any manner, relating to the incident. If you have in your possession any statements

which you object to producing, for any reason whatsoever, please give the following information relative to those particular documents:

- a) A general description of the statement in question;
- b) The name and any relevant title or relationship of the person making or giving the statement;
- c) The name and any relevant title or relationship of the person taking or recording the statement;
- d) The date which the statement was made and/or taken;
- e) A general description or outline of the topics covered in the statement;
- f) The circumstances under which the statement was made and/or taken; and
- g) The legal and factual basis upon which you make your objection.

RESPONSE: None other than the depositions taken in this matter.

7. Copies of any documents received through voluntary production, through a release, pursuant to a Freedom of Information Act (FOIA) request and/or subpoenaed from third parties regardless of the format in which it is maintained (e.g. written, recorded, digital, electronic including e-mail).

RESPONSE: None.

8. Copies of any treatises, standards in the industry, legal authority, rule(s), case(s), statute(s), or code(s) that will be relied upon in the defense of this case.

RESPONSE: Defense counsel objects to this Request because it seeks to invade the mental impressions, legal conclusions, thoughts, and trial strategies of counsel, which are protected by the work product and/or attorney-client privilege. Further answering and without objection, unknown as discovery continues.

9. Copies of any photographs, videos and all other surveillance (including but not limited to reports) performed by or on your behalf with regard to the subject premises and/or the parties to this action.

RESPONSE: None.

10. Copies of any writings, documents, photographs, and/or video reflecting any accident reconstruction of the incident regardless of the format in which they are maintained (e.g. written, recorded, digital, electronic including e-mail).

RESPONSE: None.

11. Copies of any writings between you and any of your expert witnesses intended to be called at the trial of this case regardless of the format in which they are maintained (e.g. written, recorded, digital, or electronic including e-mail).

RESPONSE: Not applicable.

12. Copies of any and all materials referred to and/or relied upon by you in responding to the foregoing Interrogatories.

RESPONSE: See answer to Request 5.

13. Copies of any warnings, signage, or any other documentation displayed or maintained on or near the subject area for the period of January 1, 2016 to the present date.

RESPONSE: Not applicable.

14. Copies of any writings, work orders, receipts, invoices, or any other documentation concerning any repair(s), maintenance, painting, cleaning, inspection, or otherwise of subject area for the ten (10) year period preceding the incident to the present date.

RESPONSE: Not applicable.

15. Copies of any handbooks, instructions, manuals, or other materials provided to any of your agents, servants, employees, or otherwise pertaining to the procedures for inspecting, maintaining and/or cleaning the subject area.

RESPONSE: Not applicable.

16. Copies of any writings (to include logs and/or checklists) utilized by you and/or your employees, servants, or otherwise with regard to the inspection and/or upkeep of the subject area.

RESPONSE: Not applicable.

17. Copies of any writing (to include schedules) provided to your employees, servants, or otherwise with regard to the maintenance, upkeep, cleaning, and/or inspection of the subject area.

RESPONSE: Not applicable.

18. Copies of any writings (to include schedules) provided to your employees, servants, or otherwise with regard to trash removal and/or upkeep of the subject area.

RESPONSE: Not applicable.

19. Copies of any writings pertaining to any personnel to include, but not limited to, developers, architects, builders, laborers, consultants, superintendents, trade contractors, and/or inspectors that would have been on site at 39 Gasparilla Circle in Murrells Inlet, South Carolina at any time from January 1, 2014 through the present date.

RESPONSE: Not applicable.

20. Copies of any writings, photographs, and/or videos with regard to your risk control policies, to include any and all resource manuals made available to your management and/or employees for the five (5) year period preceding the incident to the present.

RESPONSE: Not applicable.

21. Copies of any architectural designs and/or plans with regard to the subject area.

RESPONSE: Not applicable.

22. Copies of any writings (to include but not limited to, employee manuals, memoranda, and correspondence pertaining to safety, rules, and/or regulations) to be followed by your employees to ensure the safety of the premises and/or the safety of your residents. This would include, but is not limited to, any training films, brochures, pamphlets, videotapes, etc. utilized by you concerning the safety and/or inspection of the subject area.

RESPONSE: Not applicable.

23. Copies of any writings, rules, management guidelines, operating guidelines, or other similar document that purports to show the operating procedures for the management, care, maintenance, inspection, repair, service, and/or upkeep of the subject area.

RESPONSE: Not applicable.

24. Copies of any information shared on social media accounts and/or copies of the social media pages maintained by you or on your behalf that would involve advertising, marketing, prompting, and/or notifying your services or your consumers about the subject property.

RESPONSE: Not applicable.

25. Copies of any violation notices received by you with regard to the site located at 39 Gasparilla Circle in Murrells Inlet, South Carolina.

RESPONSE: Not applicable.

26. Copies of any violation notices received by you from any government agency or other inspection authority for the period of January 1, 2010 through the present date.

RESPONSE: Not applicable.

27. Copies of any onsite inspections by any government agency or other inspection authority received by you with regard to the site located at 39 Gasparilla Circle in Murrells Inlet, South Carolina.

RESPONSE: Not applicable.

28. Copies of any accident reports either received by you or prepared by you with regard to any incidents on the site located at 39 Gasparilla Circle in Murrells Inlet, South Carolina.

RESPONSE: Not applicable.

29. Copies of any accident reports either received by you or prepared by you with regard to any other incidents during the period of January 1, 2010 through the present date.

RESPONSE: Not applicable.

30. Copies of your annual financial statements for the period of January 1, 2010 through the present date.

RESPONSE: Defense counsel objects to this Request because it is overly broad, unduly burdensome, irrelevant and not reasonably calculated to lead to the discovery of any admissible evidence.

31. Copies of any work tickets prepared by you and/or received by you with regard to the site located at 39 Gasparilla Circle in Murrells Inlet, South Carolina.

RESPONSE: None.

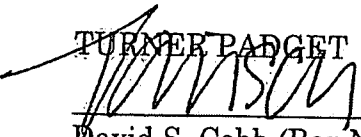
32. Copies of any purchase orders prepared by you and/or received by you with regard to the site located at 39 Gasparilla Circle in Murrells Inlet, South Carolina.

RESPONSE: None.

33. Copies of any contracts, agreements, arrangements, bonds, commitments, guarantees, or otherwise either prepared by you or received by you with regard to the site located at 39 Gasparilla Circle in Murrells Inlet, South Carolina.

RESPONSE: None.

TURNER PADGET


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Post Office Box 22129
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Fax: (843) 577-1629
dcobb@turnerpadget.com

and

Christopher Pearce
Laurence R. Wells, IV
1314 Professional Drive
Myrtle Beach, South Carolina 29577

ATTORNEYS FOR DEFENDANT BEVERLY
HOMES, LLC

September ____, 2020

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

Docket No.: 2018-CP-22-824

EVARISTA JUAN LORENZO,)

Plaintiff,)

v.)

CERTIFICATE OF SERVICE

PORT CITY ELEVATOR, INC., ALAN)

TOPPER D/B/A ALL)

CONSTRUCTION, 2020 CUSTOM)

CONTRACTORS A/K/A 2020)

CUSTOM CONTRACTORS, LLC,)

CITADEL SITE MANAGEMENT,)

LLC, DVBT CONSTRUCTION A/K/A)

DVBT CONSTRUCTION, LLC,)

DVBT MULTISERVICES, LLC,)

BEVERLY CONSTRUCTION)

GROUP, LLC, BEVERLY HOMES,)

LLC, BEVERLY HOMEBUILDERS,)

LLC, STRAND PAINT)

CONTRACTORS, LLC, DEPAZ)

PAINTING LLC, ENHANCED)

HEATING & AIR CONDITIONING,)

LLC, CARLTON PENDER, AND)

JOAN PENDER)

Defendants.)

On September 4, 2020, I mailed to Plaintiff's counsel and emailed counsel of record a copy of Beverly Homes, LLC's answers to Plaintiff's discovery requests to:

Ian D. Maguire
P. Brooke Eaves Wright
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Attorneys for Plaintiff

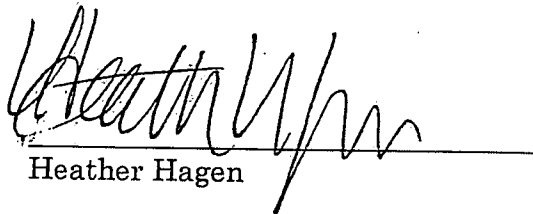
Katherine Ann Walker
Robert Michael Ethridge
1100 Queensborough Blvd, Suite 200
Mount Pleasant, South Carolina 29464
Attorneys for Alan Topper and
Toppers All Construction

John Joseph Dodds, IV
Morgan S. Templeton
William Wharton Watkins, Jr.
Post Office Box 1200
Charleston, South Carolina 29402
Attorneys for 2020 Custom
Contractors

Karl S. Brehmer
James Donald Floyd
Post Office Box 7966
Columbia, South Carolina 29202
Attorneys for Strand Paint
Contractors, LLC

Joshua D. Shaw
1230 Main Street, Suite 325
Columbia, South Carolina 29201
Attorneys for Port City Elevator,
Inc.

Lee C. Weatherly
Kierra N. Brown
Kristen Kelley Thompson
40 Calhoun Street, Suite 400
Charleston, South Carolina 29401
Attorneys for Beverly Construction
Group, LLC


Heather Hagen

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

Docket No.: 2018-CP-22-824

EVARISTA JUAN LORENZO,)

Plaintiff,)

v.)

DEFENDANT BEVERLY HOMES,
LLC'S ANSWERS TO PLAINTIFF'S
REQUESTS TO ADMIT

PORT CITY ELEVATOR, INC., ALAN)
TOPPER D/B/A ALL)

CONSTRUCTION, 2020 CUSTOM)

CONTRACTORS A/K/A 2020)

CUSTOM CONTRACTORS, LLC,)

CITADEL SITE MANAGEMENT,)

LLC, DVBT CONSTRUCTION A/K/A)

DVBT CONSTRUCTION, LLC,)

DVBT MULTISERVICES, LLC,)

BEVERLY CONSTRUCTION)

GROUP, LLC, BEVERLY HOMES,)

LLC, BEVERLY HOMEBUILDERS,)

LLC, STRAND PAINT)

CONTRACTORS, LLC, DEPAZ)

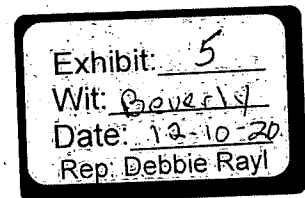
PAINTING LLC, ENHANCED)

HEATING & AIR CONDITIONING,)

LLC, CARLTON PENDER, AND)

JOAN PENDER)

Defendants.)



TO PLAINTIFF AND ATTORNEYS FOR PLAINTIFF:

Defendant Beverly Homes, LLC answers Plaintiff's Requests to Admit as follows:

1. Admit that Strand Paint Contractors LLC was hired by Beverly Construction Group LLC, as an interior painting subcontractor on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

ANSWER: Beverly Homes, LLC was not involved with the construction of the Pender house and did not hire any

subcontractors.

2. Admit that Strand Paint Contractors LLC was not hired by Beverly Homes LLC as a subcontractor on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

ANSWER: Beverly Homes, LLC was not involved with the construction of the Pender house and did not hire any subcontractors.

3. Admit that Strand Paint Contractors LLC was not hired by Beverly Homes LLC to perform any work services on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

ANSWER: Beverly Homes, LLC was not involved with the construction of the Pender house and did not hire any subcontractors.

4. Admit that Beverly Homes LLC did not contract Stand Paint Contractors LLC to perform any work on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

ANSWER: Beverly Homes, LLC was not involved with the construction of the Pender house and did not hire any subcontractors.

5. Admit that Beverly Homes LLC did not enter a contractual agreement with Strand Paint Contractors LLC to perform any work on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

ANSWER: Beverly Homes, LLC was not involved with the construction of the Pender house and did not hire any subcontractors.

6. Admit that Evarista Lorenzo was diagnosed with C5 and C6 fractures with dislocation in her neck by Dr. Joseph Cheatle, MD, as a direct result of the subject incident on January 17, 2017.

ANSWER: Without waiving any objections about the admissibility of any medical testimony, Defendant admits Plaintiff sustained

injury based on facts showing she opened the door and walked without looking into the elevator shaft at the home under construction.

7. Admit that Evarista Lorenzo sustained a permanent spinal cord injury as a direct result of the subject incident on January 17, 2017.

ANSWER: Without waiving any objections about the admissibility of any medical testimony, Defendant admits Plaintiff sustained injury based on facts showing she opened the door and walked without looking into the elevator shaft at the home under construction.

8. Admit that the surgeries performed on Evarista Lorenzo by Dr. Joseph Cheatle, MD, at Grand Strand Regional Medical Center on January 17, 2017, and January 24, 2017, were casually related to the subject incident on January 17, 2017. (see operative report, Exhibit 1).

ANSWER: Without waiving any objections about the admissibility of any medical testimony, Defendant admits Plaintiff sustained injury based on facts showing she opened the door and walked without looking into the elevator shaft at the home under construction. No party has deposed any medical provider and HIPPA laws prevent Defendant from contacting the medical provider, so Defendant lacks knowledge about what the provider will say.

9. Admit that the attached Exhibit "A" is a true and accurate copy of the Master Subcontract agreement between Strand Paint Contractors, LLC and Beverly Construction Group, LLC in effect as of January 17, 2017.

ANSWER: Admitted.

TURNER PADGET

David S. Cobb (Bar Number 66569)
Post Office Box 22129
Charleston, South Carolina 29413-2129
Direct: (843) 576-2803
Fax: (843) 577-1629
dcobb@turnerpadget.com

and

Christopher Pearce
Laurence R. Wells, IV
1314 Professional Drive
Myrtle Beach, South Carolina 29577

ATTORNEYS FOR DEFENDANT BEVERLY
HOMES, LLC

October 12, 2020

STATE OF SOUTH CAROLINA)

IN THE COURT OF COMMON PLEAS

COUNTY OF GEORGETOWN)

Docket No.: 2018-CP-22-824

EVARISTA JUAN LORENZO,)

Plaintiff,)

v.)

CERTIFICATE OF SERVICE

PORT CITY ELEVATOR, INC., ALAN)

TOPPER D/B/A ALL)

CONSTRUCTION, 2020 CUSTOM)

CONTRACTORS A/K/A 2020)

CUSTOM CONTRACTORS, LLC,)

CITADEL SITE MANAGEMENT,)

LLC, DVBT CONSTRUCTION A/K/A)

DVBT CONSTRUCTION, LLC,)

DVBT MULTISERVICES, LLC,)

BEVERLY CONSTRUCTION)

GROUP, LLC, BEVERLY HOMES,)

LLC, BEVERLY HOMEBUILDERS,)

LLC, STRAND PAINT)

CONTRACTORS, LLC, DEPAZ)

PAINTING LLC, ENHANCED)

HEATING & AIR CONDITIONING,)

LLC, CARLTON PENDER, AND)

JOAN PENDER)

Defendants.)

On October 12, 2020, I mailed to Plaintiff's counsel and emailed counsel of record a copy of Beverly Homes, LLC's answers to Plaintiff's Requests to Admit to:

Ian D. Maguire
P. Brooke Eaves Wright
1600 North Oak Street, Suite B
Myrtle Beach, South Carolina 29577
Attorneys for Plaintiff

Katherine Ann Walker
Robert Michael Ethridge
1100 Queensborough Blvd, Suite 200
Mount Pleasant, South Carolina 29464
Attorneys for Alan Topper and
Toppers All Construction

John Joseph Dodds, IV
Morgan S. Templeton
William Wharton Watkins, Jr.
Post Office Box 1200
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-and-

Thomas B. Boger
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Attorneys for 2020 Custom
Contractors

Karl S. Brehmer
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Columbia, South Carolina 29202
-and-

James Donald Floyd
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Columbia, South Carolina 29201
Attorneys for Strand Paint
Contractors, LLC

Joshua Daniel Shaw
Post Office Box 11267
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Attorneys for Port City Elevator,
Inc.

Kierra N. Brown
Kristen Kelley Thompson
Lee Cannon Weatherly
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Attorneys for Beverly Construction
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Christopher H. Pearce
Laurence Raymond Wells, IV
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Myrtle Beach, South Carolina 29577
Attorneys for Beverly Construction
Group and Beverly Homes, LLC

Edward Glenn Elliott
Post Office Drawer 1931
Florence, South Carolina 29503
Attorneys for DePaz Painting, LLC

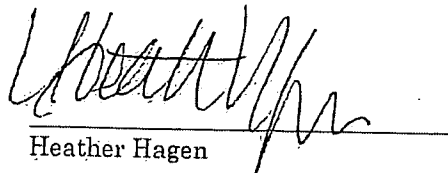

Heather Hagen

Exhibit: 6
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

BROWN & BREHMER

Attorneys at Law
1720 Main Street, Suite 201 (29201)
Post Office Box 7966
Columbia, South Carolina 29202
Telephone: (803) 771-6600
Facsimile: (803) 252-1620

Robert C. Brown
Karl S. Brehmer
L. Darby Plexico, III
James D. Floyd

Email
rch@brownandbrehmer.com
ksh@brownandbrehmer.com
ldp@brownandbrehmer.com
jdf@brownandbrehmer.com

June 30, 2020

Ian D. Maguire (via email only)
Brooke Eaves Wright
Maguire Law Firm
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Myrtle Beach, SC 29577

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Lee Cannon Weatherly (via email)
Kristin Kelley Thompson
Kierra N. Brown
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Charleston, SC 29401

David Starr Cobb (via email only)
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Robert M. Ethridge (via email only)
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Christopher Pearce (via email only)
Laurence R. Wells, IV
1314 Professional Drive
Myrtle Beach, SC 29577

Joshua D. Shaw (via email only)
PO Box 11267
Columbia, SC 29201

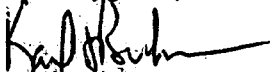
RE: Evarista Juan Lorenzo v. Port City Elevator, Inc., et al.
Civil Action Number: 2018-CP-22-00824
Claim Number: 01748817

Dear Counsel:

Enclosed please find Defendant Strand Paint Contractors, LLC's Responses to Defendant Beverly Homes' Requests for Admission in this matter which I hereby serve upon you.

With warmest personal regards, I am

Sincerely yours,


Karl S. Brehmer

KSB/ct

Attachment

cc: Mark Garrison (via email)

ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

Evarista Juan Lorenzo,

Plaintiff,

vs.

Port City Elevator, Inc., Alan Topper
d/b/a All Construction a/k/a Toppers All
Construction, 2020 Custom Contractors
a/k/a 2020 Custom Contractors, LLC,
Citadel Site Management, LLC, DVBT
Construction a/k/a DVBT Multiservices,
LLC, Beverly Construction Group, LLC,
Beverly Homes, LLC, Beverly
Homebuilders, LLC, Strand Paint
Contractors, LLC, DePaz Painting, LLC,
Enhanced Heating & Air Conditioning,
LLC, Carlton Pender and Joan Pender,

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Case No. 2018-CP-22-00824

**RESPONSES TO DEFENDANT BEVERLY
HOMES, LLC'S REQUESTS FOR
ADMISSION TO STRAND PAINT
CONTRACTORS, LLC**

TO: CHRISTOPHER PEARCE AND DAVID COBB, ATTORNEYS FOR DEFENDANT
BEVERLY HOMES, LLC

Defendant Strand Paint Contractors, LLC ("Defendant Strand") by and through its undersigned attorney, responds to Defendant Beverly Homes, LLC's Requests for Admission pursuant to Rule 36 of the South Carolina Rules of Civil Procedure as follows:

RESPONSES TO REQUESTS FOR ADMISSIONS

1. Admit that the attached Exhibit 'A' is a true and accurate copy of the Master Subcontract agreement between Strand Paint Contractors, LLC and Beverly Construction Group, LLC in effect as of January 17, 2017.

RESPONSE: The Defendant Strand Painting admits that the attached agreement is the Master Subcontract Agreement but disputes the implication and/or inference that the

Master Subcontract Agreement applies the 39 Gasparilla Circle, Murrells Inlet, SC location.

2. Admit that Strand Paint Contractors, LLC was hired by Beverly Construction Group, LLC as an interior painting subcontractor on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

RESPONSE: Strand Paint Contractors, LLC admits it was hired by Beverly Construction Group, LLC as an interior painting subcontractor for the location at 39 Gasparilla Circle, Murrells Inlet, SC but disputes any inference or implication that the employment fell within the terms and conditions of the Master Agreement referenced in Request for Admission #1.

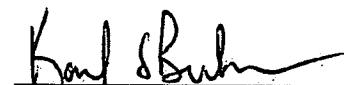
3. Admit that Strand Paint Contractors, LLC hired DePaz Painting, LLC as an interior painting sub-subcontractor to Beverly Construction Group, LLC on the residential project at issue in this case located at 39 Gasparilla Circle, Murrells Inlet, SC.

RESPONSE: Admitted.

Defendant Strand reserves the right to modify these responses in accordance with factual developments as discovery progresses, including but not limited to, depositions of witnesses and investigators and inquires of experts.

BROWN & BREHMER

By:



Karl S. Brehmer (SC Bar # 12849)

1720 Main Street, Suite 201

Post Office Box 7966

Columbia, South Carolina 29202

(803) 771-6600

ksb@brownandbrehmer.com

Attorney for Defendant Strand Paint Contractors, LLC

June 30, 2020

STATE OF SOUTH CAROLINA
COUNTY OF GEORGETOWN

Evarista Juan Lorenzo,

Plaintiff,

vs.

Port City Elevator, Inc., Alan Topper
d/b/a All Construction a/k/a Toppers All
Construction, 2020 Custom Contractors
a/k/a 2020 Custom Contractors, LLC,
Citadel Site Management, LLC, DVBT
Construction a/k/a DVBT Multiservices,
LLC, Beverly Construction Group, LLC,
Beverly Homes, LLC, Beverly
Homebuilders, LLC, Strand Paint
Contractors, LLC, DePaz Painting, LLC,
Enhanced Heating & Air Conditioning,
LLC, Carlton Pender and Joan Pender,

Defendants.

IN THE COURT OF COMMON PLEAS
FIFTEENTH JUDICIAL CIRCUIT
Case No. 2018-CP-22-00824

CERTIFICATE OF SERVICE

I, the undersigned employee of Brown and Brehmer, do hereby certify that I have caused the below referenced to be served via E-mail to all parties of record at the address(es) shown below.

DOCUMENT(S) SERVED:

1. **Responses to Defendant Beverly Homes, LLC's Requests for Admission to Strand Paint Contractors, LLC**

PARTIES SERVED:

Ian D. Maguire (via email only)
Brooke Eaves Wright
Maguire Law Firm
1600 N. Oak Street, Suite B
Myrtle Beach, SC 29577
ian@maguirelawfirm.com
Attorneys for Plaintiff

Thomas B. Boger (via email only)
Wall Templeton & Haldrup
145 King Street, Suite 300
Charleston, SC 29401
Tommy.boger@walltempleton.com
Attorney for 2020 Custom Contractors

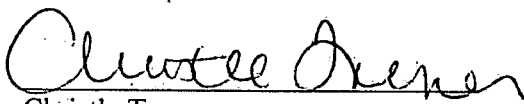
Lee Cannon Weatherly (via email only)
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dcobb@turnerpadget.com
Attorney for Beverly Homes, LLC

Robert M. Ethridge (via email only)
Katherine A. Walker
1100 Queensborough Blvd., Suite 200
Mount Pleasant, SC 29464
methridge@ethridgelawgroup.com
kwalker@ethridgelawgroup.com
Attorneys for Alan Topper and Toppers All Construction

Christopher Pearce (via email only)
Laurence R. Wells, IV
1314 Professional Drive
Myrtle Beach, SC 29577
cpearce@pearcelawgroup.com
rwells@pearcelawgroup.com
Attorneys for Beverly Construction Group, LLC, Beverly Home Builders, LLC, Carlton Pender and Joan Pender

Joshua D. Shaw (via email only)
jshaw@hendrickgardner.com
PO Box 11267
Columbia, SC 29201
Attorney for Port City Elevator, Inc.


Christle Turner

June 30, 2020



Randy Beverly
Owner

ELECTRONICALLY FILED
ELECTRONICALLY FILED

Phone: 843.236.4663

Cell: 843.997.5384

Fax: 1.866.468.0428

randy@beverlyhomes.com

www.BeverlyHomes.com

9007 Hwy 544, Myrtle Beach, SC 29588

RESIDENTIAL CONSTRUCTION CONTRACT

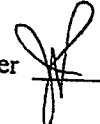
This Residential Construction Contract ("Contract") is made by and between Beverly Construction Group ("Contractor") and Carlton & Joan Pender ("Owner") and is subject to the terms and conditions stated below. The effective date of this Contract shall be the date it is last signed by Owner or Contractor ("Effective Date").

Contractor and Owner agree as follows:

1. Name, Address and license number of Contractor: Beverly Construction Group, LLC, 9007 Hwy 544, Myrtle Beach SC 29588. License #G113946
2. Name, and address of Owner: Carlton & Joan Pender, 300 Ashley Park Blvd Unit 2501, Newnam GA 30263
3. Construction site (legal description): TMS # 41-0106-036-12-00 Lot 4 Belle Vue Subdivision on Gasparilla Dr in Murrells Inlet, SC
4. Description of House plans and specifications: 2944 HTD Raised Beach
5. Compensation to Contractor: Regardless of the compensation type selected, the compensation to Contractor does not reflect any price changes resulting from any change orders agreed upon in a writing signed by all the parties. All parties signing on behalf of Owner shall be jointly and severally liable for payment in full of all compensation to be paid to Contractor under this Contract.

Fixed-Price Contract: A fixed price of \$ 388,820.65 which shall be paid to Contractor according to the following schedule: (disbursements will be made within three (3) business days after substantial completion of the specified items)

- (a) \$ 2,000.00 initial deposit;
- (b) \$ 20,000.00 execution of contract;
- (c) \$ 366,820.65 per bank schedule.
6. Other Provisions and Conditions: Addendum 1 and 2 attached.
7. Contract Documents: The documents that form the contract between Contractor and Owner are this Residential Construction Contract, the House Plans and Specifications, and all modifications and change orders agreed to by the parties hereafter ("Contract Documents")
8. Change Orders: The parties may agree to written change orders in the construction of the House, and the Purchase Price and Time for Completion shall be adjusted as agreed to by both parties.
9. Inspections; Occupancy: During the course of construction, Owner or Owner's designated representatives may enter and inspect the House for the purpose of appraisal, inspection and evaluation. Such inspections shall take place at reasonable times and in such a manner as not to interfere with the progress of construction. Until substantial completion of the House, Owner agrees not to occupy or store personal property in the House.
10. Insurance and Risk of Loss: Contractor shall purchase and maintain throughout the entire course of construction an "All Risks" builder's risk insurance policy from a company licensed to do business in South Carolina in the amount of the House's "Replacement Cost" without any voluntary deductibles. "Replacement Cost" shall mean the full cost of replacement of the House at the same site with new material of like kind

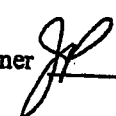
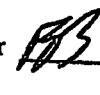
 Owner  Owner  Contractor

Beverly Construction 0076

Exhibit: 8
 Wit: Beverly
 Date: 12-10-20
 Rep: Debbie Rayl

and quality without deduction for depreciation. The policy shall include coverage for theft, vandalism and malicious mischief. Contractor shall assume the obligation and cost of restoring, rebuilding, repairing, and/or replacing the House. Such risk of loss or damage assumed by Contractor shall continue until the delivery to Owner of a valid certificate of occupancy, and until such time Contractor shall also bear the risk of loss for theft, damage or destruction of building materials, tools, equipment, appliances and fixtures, whether incorporated in the House or stored on or off site.

11. **Owner's warranties:** Owner warrants and represents to Contractor that Owner owns the Construction Site in fee simple absolute subject only to Owner's recorded deeds of trust, restrictive covenants, minimum building lines on subdivision plats, and utility easements. Owner will deliver copies of applicable restrictive covenants, minimum building lines on subdivision plats, and utility easements upon request of Contractor. Owner further warrants and represents that, subject to the financing condition referenced above, if any, that Owner has the financial ability to pay the compensation to Contractor as set forth herein as it is due, and Owner will make such payments.
12. **Punch list:** Contractor shall notify Owner when the House is substantially complete. Owner shall thereupon promptly inspect the House and deliver to Contractor a written comprehensive list of all deficiencies that are detectable by visual examination. These deficiencies are referred to in the Contract Documents as "punch list" items. Contractor shall promptly and diligently correct all construction deficiencies so listed. Owner may withhold an amount estimated by Owner to be the reasonable cost of correcting the construction deficiencies noted on Owner's punch list from the payment due Contractor upon substantial completion. Any sum retained will be promptly paid as Contractor corrects such construction deficiency. In the event Contractor fails to complete the punch list in a reasonable time, Owner shall have the option of completing the punch list and paying for the same from the monies retained. Any balance of retainage shall be paid to Contractor. Contractor is liable for any deficiency.
13. **Contractor's Warranties:**
 - (a) Contractor warrants that the construction will be performed in conformity (i) with the Contract Documents, (ii) with all laws, regulations, and codes applicable to the construction of the House, (iii) with any applicable restrictive covenants and homeowner' association documents, (iv) in a good and workmanlike manner, and (v) with new (unless otherwise specified) good quality materials.
 - (b) Manufacturers' or vendors' warranties or guarantees (referred to as "product warranties" herein), if any, on materials, fixtures, appliances, and components, to the extent assignable, are deemed assigned by Contractor to Owner. Contractor will deliver to Owner all product warranty forms in its possession. Owner is responsible for compliance with any notice and claim procedures set forth therein. Contractor does not adopt and is not bound by any such product warranty. Owner's rights under the product warranties are in addition to Contractor's warranties in 13 (a) above.
14. **Contractor's duty to correct:** In addition to the warranties in paragraph 15, for a period of one (1) year from the date the certificate of occupancy is issued, Contractor will make all repairs and correction to the House that shall become necessary by reason of defects in labor or materials or substantial non-conformity with the Contract Documents which were not detectable by visual examination at the time of preparation of the punch

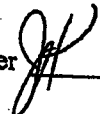
 Owner  Owner  Contractor

list upon written notice of the defect from Owner. Should a repair or correction become defective within one (1) year from the date the repair or correction was made or attempted, Contractor will make all necessary adjustments to the repair or correction that shall become necessary by reason of defects in labor or materials or substantial non-conformity with the Contract Documents upon written notice of the defect from Owner. (Imperfections in non-structural components of the House resulting from normal settling and drying of materials shall not be considered "defects.")

15. **Completion documentation:** Upon substantial completion of the House, Contractor shall deliver to Owner a certificate of occupancy issued by the building inspector's office, all product warranties in the possession of Contractor, and a new construction termite guarantee if the Contract Documents require Contractor to provide treatment against wood destroying insects. Simultaneously with the receipt of the balance of compensation payable by Owner to Contractor upon substantial completion of the House (less any retainage for "punch list items" authorized in paragraph 7 above), Contractor will deliver to Owner an affidavit, in form and content standard in the construction industry and approved by Owner's title insurance company, verifying that all work, labor, services and materials for the construction of the House have been paid in full and indemnifying and holding Owner and Owner's title insurance company harmless from any and all costs, damage, or expense of any kind (including attorney's fees and court costs) arising out of or on account of any claims or liens of any contractor, laborer, or materialman of Contractor.

16. **Miscellaneous:** The parties also agree that

- (a) The Contract Documents may not be assigned or transferred without the written agreement of Contractor and Owner.
- (b) In the event that any court of competent jurisdiction shall declare any provision of the Contract Documents to be invalid, the remaining portions of the Contract Documents shall remain in full force and effect except to the extent that said adjudication of invalidity shall defeat the purpose of the contract, in which case it shall terminate.
- (c) This Contract shall be governed by and construed in accordance with the internal substantive laws of South Carolina without giving effect to its conflicts of laws.
- (d) This Contract shall be binding upon and shall inure to the benefit of the parties and their respective successors, assigns, executors and administrators, and their heirs.
- (e) As used herein the words in the singular include the plural and the masculine, feminine and neuter genders are interchangeable as required by context.
- (f) The Contract Documents constitute the entire understanding of the parties and all prior agreements and understandings are merged herein. The Contract Documents may not be modified or amended except in writing, signed by each of the parties hereto.
- (g) In case of conflict among the Contract Documents, the Specifications will take precedence over the House Plans, and the House Plans will take precedence over this Residential Construction Contract.
- (h) If any provisions herein is by its nature and effect required to be observed, kept or performed after substantial completion of the House, it shall survive same and

 Owner  Owner  Contractor

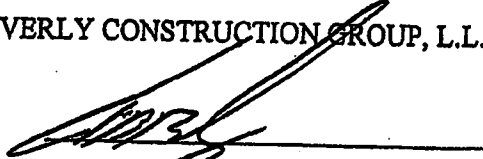
ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

remain binding upon and for the benefit of the parties hereto until fully observed,
kept or performed.

IN WITNESS WHEREOF, the parties have executed this Residential Construction
Contract on the dates as set forth below.

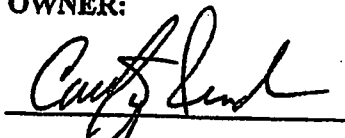
CONTRACTOR:

BEVERLY CONSTRUCTION GROUP, L.L.C.

By 

Date: 6/17/16

OWNER:



Date: June 17, 2016

June 17, 2016
Witness to Owner



Date: 6/17/2016

Witness to Owner

 Owner  Owner  Contractor

ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

CARLTON ESTES PENDER
JOAN BURDEN PENDER
CONSTRUCTION ACCOUNT

67-231/532 1000

6-17-2016
DATE

PAY TO THE
ORDER OF

Beverly Homes

\$20,000.00

Twenty Thousand & 00/100

DOLLARS



Security
Features
Details on
Back



LOT 4

FOR

Deposit + Believee

Joan Pender

MP

Exhibit: 9
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

CARLTON E PENDER
8
S.
7
5349
64-5/610 GA
15255
Date 3/10/16
Pay to the Order of Beverly Horn \$ 2000
Two thousand dollars
Bank of America
ACH R/T 081000062
For Pender
MP

Check is for plans & ~~eng~~ survey
lot 4 Belk Vise. Phase I

Exhibit: 10
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

Robert Turner
Michael

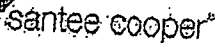
BEVERLY HOMES, LLC
9007 Highway 544, Myrtle Beach, SC 29588
Tel: 843-236-4663 Fax: 1-866-468-0428

02/23/2017

Requesting Temporary Service for the following:
39 Gasparilla Dr
Lot 4
Belle Vue
Permit #21400

Exhibit: 11
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
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ELECTRONICALLY FILED - 2020 Mar 23 3:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824



**RESIDENTIAL SERVICE EXTENSION
APPLICATION AGREEMENT (RSEAA)**

SC0920 (06/01/2016) 8

Bill Date: 11/30/2016
Beverly Homes
PO Box 512
Conway SC 29528

Previous balance	36.40
Payments received	-36.40
Electric Service Residential	23.57
Total Charges	\$ 23.57

You can now chat live online with a customer service representative during regular business hours. Look for the live chat icon on our homepage at www.santecooper.com.

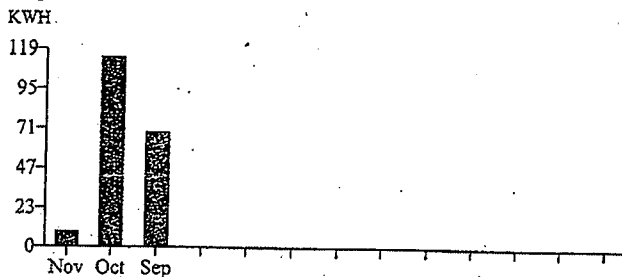
39 Gasparilla Cir Lot 4; Murrells Inlet, SC 29576

4 BV

TP-N from 11/1/16 through 11/29/16 for 29 days

Meter Number	Previous Meter Read		Current Meter Read		Usage / Consumption
	Date	Reading	Date	Reading	
IA3E74077	10/31/2016	183	11/29/2016	192	9 KWH

Usage At-A-Glance



Electric Service Residential - 11/01/16 to 11/29/16

Customer Charge	21.00
Energy Charge	1.09
Fuel Adjustment	-0.05
Demand Sales Adjustment	-0.01
Sales Tax	1.54
Total New Charges	\$23.57

paid
12/14/16
V 20326



Important: This bill is due and payable on or before **December 15, 2016**. If payment in full is not received by the due date, a late charge of 2% of the unpaid balance, or 50 cents and applicable taxes - whichever is greater - will be added to the amount due.
* If your bill has a PAST DUE AMOUNT, your service may be subject to immediate suspension.

SANTÉE COOPER
PO BOX 188
MONCK'S CORNER, SC 29461-0188

Power outage? Call (888) 769-7688
Billing questions? Call (843) 651-1598
Your Account Number:

*V11-08/04/2016

Visit our website at www.santecooper.com

Exhibit: 12
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

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ELECTRONICALLY FILED - 2020 Mar 23 3:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

Bill Date: 10/03/2016
Beverly Homes
PO Box 512
Conway SC 29528

Previous balance	0.00
Payments received	0.00
Electric Service Residential	32.43
Total Adjustments	35.00
Total Charges	\$ 67.43

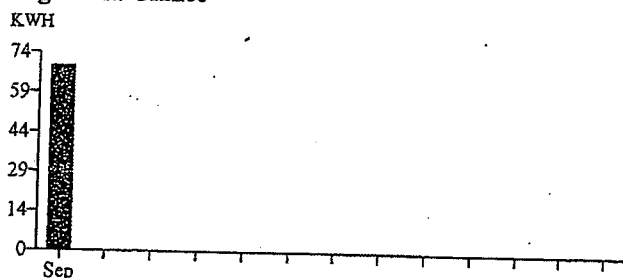
You can now chat live online with a customer service representative during regular business hours. Look for the live chat icon on our homepage at www.santecooper.com.

39 Gasparilla Cir Lot 4, Murrells Inlet, SC 29576 4 BV

TP-N from 9/1/16 through 9/29/16 for 29 days

Meter Number	Previous Meter Read		Current Meter Read		Usage / Consumption
	Date	Reading	Date	Reading	
IA3E74077	8/31/2016	0	9/29/2016	69	69 KWH

Usage At-A-Glance



Electric Service Residential - 09/01/16 to 09/29/16

Customer Charge	21.00
Energy Charge	9.70
Fuel Adjustment	-0.29
Demand Sales Adjustment	-0.09
Economic Development Adj	-0.01
Sales Tax	2.12
Total New Charges	\$32.43

Adjustments

09/07/2016 Temporary Service Connection Fee

PAID
OCT 14 2016

35.00

MB



Important: This bill is due and payable on or before **October 18, 2016**. If payment in full is not received by the due date, a late charge of 2% of the unpaid balance, or 50 cents and applicable taxes - whichever is greater - will be added to the amount due.
* If your bill has a PAST DUE AMOUNT, your service may be subject to immediate suspension.

SANTEE COOPER
PO BOX 188
MONCK'S CORNER, SC 29461-0188

Power outage? Call (888) 769-7688
Billing questions? Call (843) 651-1598
Your Account Number: *XXXXXXXXXX*

*V11-08/04/2016

Visit our website at www.santecooper.com

To:
SANTEE
PO BOX 1
MONCK'S C

Memo:

PRODUCT DLM102

Exhibit: 13
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 23 3:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 23 8:04 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824



Georgetown County
CERTIFICATE OF COMPLETION
ELECTRICAL SYSTEM ONLY

Date Issued: February 27, 2017

Date Expires: May 24, 2017

Building Permit Number: BLDG-8-16-21400

Lot # 4

Building Street Address: 39 GASPARILLA Drive #LOT 4
Murrells Inlet, SC 29576

Owner's Name: BEVERLY HOMES

Contractor: BEVERLY CONSTRUCTION GROUP, LLC

The electrical system for the above referenced building has been completed to the point that connection of electrical power to the building is authorized. Power is authorized until issuance of a Certificate of Occupancy by the Building Department.

This connection of electrical service is subject to the following requirement:

* There can be no occupancy of the structure until a certificate of occupancy is issued.

Failure to comply with the above requirement will result in immediate termination of electrical utilities without additional notice. A final inspection is required. A Certificate of Occupancy will not be issued until the final inspection has been passed. It is the contractor / owner / agent responsibility to call for the inspection.

THIS IS NOT A CERTIFICATE OF OCCUPANCY

I, Forest B Beverly being responsible for the above referenced structure understand and will abide by the requirements of this certificate.

I ALSO UNDERSTAND AND GIVE MY PERMISSION TO THE BUILDING OFFICIAL OF GEORGETOWN COUNTY TO HAVE THE APPROPRIATE ELECTRIC UTILITY TERMINATE ELECTRICAL POWER WITHOUT FURTHER NOTICE IF OCCUPANCY OF THE BUILDING OCCURS, OR NINETY (90) DAYS PASS WITHOUT SCHEDULING A FINAL INSPECTION.

Dated this day, 02/27/2017

Forest B Beverly
Owner / Agent / Contractor

02/27/2017

Date

Michael Youngs
Building Official

02/27/2017

Date

Exhibit: 14
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl



Georgetown County
DEPARTMENT OF BUILDING INSPECTION

CERTIFICATE OF TEMPORARY POWER

Permit Number: BLDG-8-16-21400

Date: August 22, 2016

Owner's Name: BEVERLY HOMES

Lot # 4

Owner's Address: 9007 HIGHWAY 544
MYRTLE BEACH, SC 29588

Tax Map # 41-0106-036-12-00

Location Address: 39 GASPARILLA Drive LOT 4
Murrells Inlet, SC 29576

Zoning District: PD

Health Department No:

Type of Structure: New Construction

Contractor: BEVERLY CONSTRUCTION GROUP, LLC

THIS STRUCTURE DESCRIBED ABOVE MAY BE USED FOR A PERIOD OF _____ WITH THE
FOLLOWING CONDITION:

A GROUND-FAULT-CIRCUIT-INTERRUPTER IS REQUIRED FOR ALL RECEPTACLE OUTLETS TO BE USED BY
CONSTRUCTION PERSONNEL.

Date Expires: COMPLETION OF CONSTRUCTION

APPROVED BY: Sandra Carter

Exhibit: 15
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

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ELECTRONICALLY FILED - 2020 Mar 23 5:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824



Certificate of Occupancy

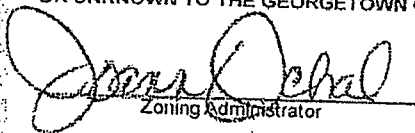
Georgetown County
Building Department

Date Completed: 04/24/2017

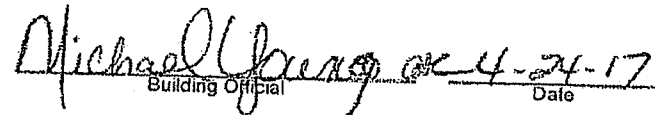
THIS BUILDING IS CERTIFIED FOR HUMAN OCCUPANCY AS OF 04/24/2017

Owner	BEVERLY HOMES	Permit No.	BLDG-8-16-21400
Address	9007 HIGHWAY 544 MYRTLE BEACH, SC 29588	Permit Type	Residential Building
Project	Bell Vue Subdivision	Contractor	BEVERLY CONSTRUCTION GROUP, LL
Address	39 GASPARILLA Drive #LOT 4 Murrells Inlet, SC 29576	Fire Zone	Murrells Inlet-Garden City Fire District
Lot #	4	Block #	
Occupancy Type		Construction Type	Wood
Proposed Use	S/F RESIDENCE		

THIS CERTIFICATE IS NOT A REPRESENTATION THAT THE BUILDING REFERRED TO IS IN COMPLIANCE WITH ANY ORDINANCE, CODE, REGULATION, LAW, OR STANDARD. GEORGETOWN COUNTY RESERVES THE RIGHT TO ENFORCE ANY VIOLATION OF ANY CODE, REGULATION, OR LAW EXISTING AS OF THE DATE OF THESE PRESENTS OR CREATED SUBSEQUENTLY THAT APPLIES TO THE BUILDING WHETHER KNOWN OR UNKNOWN TO THE GEORGETOWN COUNTY BUILDING AND ZONING DEPARTMENT.


Zoning Administrator

4-24-17
Date


Building Official

4-24-17
Date

VOID UNLESS SIGNED BY THE BUILDING OFFICIAL

Exhibit: 16
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

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ELECTRONICALLY FILED - 2020 Mar 23 5:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

Chris Langston LLC,
Special Inspections

4235 Highway 319 East

Conway, SC 29526

(843)-446-5055

clangstongs2@sccoast.net

INVOICE NO. 16500-BH

DATE September 9, 2016

CUSTOMER ID Belle Vue Lot 4

TO

Beverly Homes

9007 Hwy 544

Myrtle Beach, SC 29588

(843) 488-3901

[illegible]

Make all checks payable to Chris Langston
THANK YOU FOR YOUR BUSINESS!

PAID
SEP 23 2016

SUBTOTAL	\$ 350.00
SALES TAX	
TOTAL	\$ 350.00

1 92 9 6

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ELECTRONICALLY FILED - 2021 Jan 13 11:57 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 23 3:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

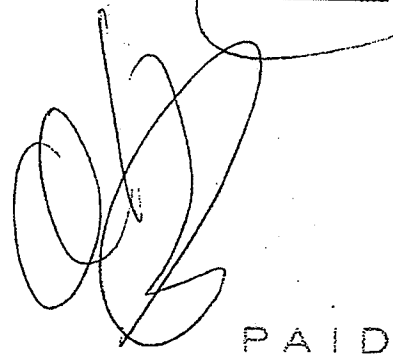
B&A Quality Construction
258 ENCORE CIRCLE
MYRTLE BEACH
29579

INVOICE

Beverly HOMES
PHONE 843 458 0037

Invoice # 0020646
Invoice Date 01/18/2017
Due Date 01/18/2017

Item	Description	Unit Price	Quantity	Amount
Service	Abaco cove lot 21 Installation siding 35 sq	150.00	35.00	5,250.00
Service	Abaco cove lot 21 installation setting 5 sq	125.00	5.00	625.00
Service	Lot 154 Collins creek / Installation cupola	1.00	250.00	250.00
Service	Belle vue lot 4 extra wrap Bins under house	1.00	500.00	500.00
Subtotal				6,625.00
Total				6,625.00
Amount Paid				0.00
Balance Due				\$6,625.00



PAID
JAN 20 2017

#20751

Exhibit: 18
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

Strand Engineering

INVOICE

215 Laurel Street
Conway, SC 29526
Phone (843) 488-1828

DATE:
7/30/2016

INVOICE #
16-501

Bill To:
Beverly Homes
9007 Hwy 544
Myrtle Beach, SC 29588

For:
Lot 4
Belle Vue
Murrell's Inlet, SC

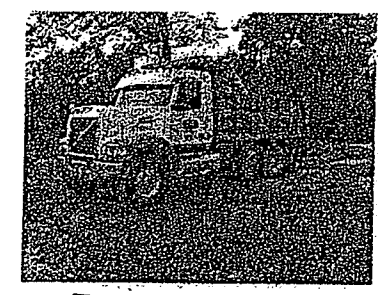
DESCRIPTION	AMOUNT
Wind & Seismic Design	\$1,600.00
# 1 86 9 7	
PAID AUG 05 2016	
TOTAL	\$1,600.00

THANK YOU FOR YOUR BUSINESS!

Exhibit: 19
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 12 3:58 AM - PALM BEACH COUNTY - COMMON PLEAS - CASE#20080080824

4 BV



FAITH LANDSCAPING LLC.
Faith Landscaping LLC.
7032 Hwy 134
Conway, SC 29527
(843)397-5752
tab.jan20@yahoo.com

BILL TO
Beverly Homes

Exhibit: 20
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

INVOICE#	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1850	08/24/2016	\$8,850.00	09/03/2016	Net 10	

ACTIVITY	QUANTITY	RATE	AMOUNT
~~Material~~ ~~Stone Elvis- fill dirt~~	~~1~~	~~125.00~~	~~125.00~~
Material Pine Needle Lot 93- fill dirt	3 ✓	150.00	450.00
Labor Grading	1 x	300.00	300.00
Barons Bluff Lot 204- fill dirt	5 ✓	125.00	625.00
Labor Grading	1 x	300.00	300.00
New Castle Lot 215- fill dirt	7 ✓	125.00	875.00
Labor Grading	1 x	300.00	300.00
New Castle Lot 192- fill dirt	4 ✓	125.00	500.00
Labor Grading	1 x	300.00	300.00
New Castle Lot 246- fill dirt	5 ✓	125.00	625.00
Labor Grading	1 x	300.00	300.00
TANGLEWOOD Lot 102- fill dirt	7 ✓	125.00	875.00
Labor Grading	1 x	300.00	300.00
Material Porters Bay Lot 4- fill dirt	1 ✓	125.00	125.00
Labor Belle Vue Lot 4- cleared graded and removed all debris	1 x	2,850.00	2,850.00

PAID
AUG 26 2016
1 8 9 9 6

Handwritten signature

Handwritten: \$ 8,850.00

BALANCE DUE

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 13 03:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 13 3:37 PM - COMMON PLEAS - CASE#2018CP2200824

4 BV

SEP 15 2016
8:07 AM

Invoice

Palmetto Concrete LLC
3584 Good Luck Rd
Aynor, SC 29511

Date	Invoice No.
09/15/16	15

Bill To
Beverly Homes 9007 Hwy. 544 Myrtle Beach, S.C. 29588

Project Name	Lot #
Belle View	4

Quantity	Units	Description	Rate	Amount
		Form and pour elevator pit <i>extras</i>	100.00	100.00

Thank you for your business	Total PAID \$100.00
-----------------------------	----------------------------

Exhibit: 21
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

SEP 16 2016
1 9242

INVOICE



Gale Contractor Services,
Division Code :708
LIC#: 55088
700 Century Circle,
Conway, SC 29526-8274,
(843) 347-4559

Customer Number	508674
Invoice Number	00561514605
Invoice Date	30-NOV-16
SalesPerson Name	Roberts, Gordon
Product Trade	INSULATION

Customer Bill To Address
BEVERLY HOMES
9007 HIGHWAY 544,
MYRTLE BEACH, SC, 29588, US

Remit To Address:
ATTN: AR, Gale Contractor Services,
P.O. Box 534451,
Atlanta, GA, 30353-4451

4 BV

Line	PO#	SO#	Ship Address	Trip	Amount	Retainage	Tax	Total
1	SWA	403310121	39 Gasparilla Dr/Lot 39/Block Na 39 Gasparilla Dr, Murrells Inlet, SC	Air Infiltration	84.64	0.00	0.00	84.64

Total Contract Amount	3,150.00
Completion to Date	84.64
Previous Billing	0.00
Previous Retainage Billing	0.00
Previous Retainage	0.00
Invoice Amount	84.64
Tax	0.00
Less: Current Retainage	0.00
Less: Payments	0.00
Total Due Upon Receipt	84.64

REMITTANCE COPY

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT TO

Remit To Address:
ATTN: AR, Gale Contractor Services,
P.O. Box 534451,
Atlanta, GA, 30353-4451

Customer Number : 508674
Invoice Number : 00561514605
Invoice Date : 30-NOV-16
PO Number : SWA
PO Date : NA
Sales Agent : Roberts, Gordon
Division Code : 708

PAID

DEC 09 2016

#20257

TruTeam Contract Number : 403310121

Total Due Upon Receipt : 84.64

Exhibit: 22
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

ELECTRONICALLY FILED - 2020 Dec 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 12 3:57:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

INVOICE



Gale Contractor Services,
Division Code :708
LIC#: 55088
700 Century Circle,
Conway, SC 29526-8274,
(843) 347-4559

Customer Bill To Address
BEVERLY HOMES
9007 HIGHWAY 544,
MYRTLE BEACH, SC, 29588, US

Customer Number	508674
Invoice Number	00561559154
Invoice Date	01-DEC-16
SalesPerson Name	Roberts, Gordon
Product Trade	INSULATION

Remit To Address:
ATTN: AR, Gale Contractor Services,
P.O. Box 534451,
Atlanta, GA, 30353-4451

4 BV

Line	PO#	SO#	Ship Address	Trip	Amount	Retainage	Tax	Total
1	SWA	403310121	39 Gasparilla Dr/Lot 39/Block Na 39 Gasparilla Dr, Murrells Inlet, SC	Batt	2,141.62	0.00	0.00	2,141.62

Total Contract Amount	3,150.00
Completion to Date	2,226.26
Previous Billing	84.64
Previous Retainage Billing	0.00
Previous Retainage	0.00
Invoice Amount	2,141.62
Tax	0.00
Less: Current Retainage	0.00
Less: Payments	0.00
Total Due Upon Receipt	2,141.62

113

REMITTANCE COPY
PLEASE RETURN THIS PORTION WITH YOUR PAYMENT TO

Remit To Address:
ATTN: AR, Gale Contractor Services,
P.O. Box 534451,
Atlanta, GA, 30353-4451

Customer Number : 508674
Invoice Number : 00561559154
Invoice Date : 01-DEC-16
PO Number : SWA
PO Date : NA
Sales Agent : Roberts, Gordon
Division Code : 708

PAID

DEC 09 2016

20257

TruTeam Contract Number : 403310121

Total Due Upon Receipt : 2,141.62

ELECTRONICALLY FILED - 2020 Dec 24 11:53 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Mar 13 3:35 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

STATE OF SOUTH CAROLINA)
COUNTY OF GEORGETOWN)

IN THE COURT OF COMMON PLEAS
CIVIL ACTION NO. 2018-CP-22-00824

Evarista Juan Lorenzo,)
Plaintiff,)

v.)

Port City Elevator, Inc., Alan Topper d/b/a)
All Construction a/k/a/ Toppers All)
Construction, 2020 Custom Contractors)
a/k/a 2020 Custom Contractors LLC,)
Citadel Site Management, LLC, DVBT)
Construction a/k/a DVBT Construction)
LLC, DVBT Multiservices LLC, Beverly)
Construction Group, LLC, Beverly Homes,)
LLC, Beverly Homebuilders, LLC, Strand)
Paint Contractors, LLC, DePaz Painting)
LLC, Enhanced Heating & Air)
Conditioning, LLC, Carlton Pender, and)
Joan Pender,)
Defendants.)

AFFIDAVIT OF RANDY BEVERLY

Personally, appeared before me, the undersigned, who being duly sworn, states:

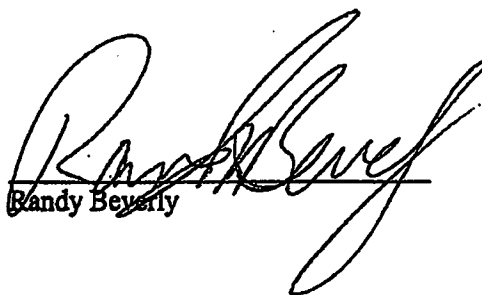
1. My name is Randy Beverly.
2. I am over 18 years of age, and I make the within statements based on my own knowledge except as otherwise stated.
3. I own a house located at 15 Carson Creek Drive, Murrells Inlet, SC 29576 which is also known as Lot 3 in Belle Vue Phase 2.
4. The invoice from Carolina Boys Landscaping attached hereto as Exhibit "A" is for landscaping services provided at my above-referenced personal residence.
5. I paid the attached invoice in my individual capacity. Beverly Homes did not have any involvement with the processing and payment of the attached invoice. Upon

Exhibit: 23
Wit: Beverly
Date: 12-10-20
Rep: Debbie Rayl

information and belief, the attached invoice was erroneously addressed to Beverly Homes and should have be addressed to me individually and was misfiled into the records for the Pender residence (i.e. - 39 Gasparilla Drive (Lot 4, Belle Vue), Murrells Inlet, SC 29576).

6. The attached invoice is not related in any way to the property located at 39 Gasparilla Drive (Lot 4, Belle Vue), Murrells Inlet, SC 29576.

FURTHER DEPONENT SAYETH NOT.


Randy Beverly

SWORN TO AND SUBSCRIBED TO
BEFORE ME this 13th day of
April, 2020.

Tabitha Via (L.S.)
Notary Public for South Carolina
My Commission Expires: 3/3/2030

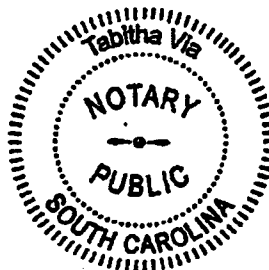


Exhibit "A"

ELECTRONICALLY FILED - 2020 Mar 24 11:58 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824
ELECTRONICALLY FILED - 2020 Apr 20 10:50 AM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

ELECTRONICALLY FILED - 2020 Mar 23 5:34 PM - GEORGETOWN - COMMON PLEAS - CASE#2018CP2200824

Invoice

Date	Invoice #
9/29/2016	0593

Carolina Boys Landscaping
6800 Ford Taylor Rd
Conway SC 29527
843-397-8277 Office
843-397-8278 Fax

Bill To
Beverly Homes 1006 B Church Street Conway SC 29526

P.O. No.	Terms	Project
RANDY		

Quantity	Description	Rate	Amount
4	RANDY BELLE VIEW	35.00	140.00
		PAID SEP 30 2016 ✓19941	
Total			\$140.00

BUILDER WARRANTY

Beverly Homes, LLC

This Limited Warranty Agreement is extended by Beverly Homes, LLC, of Myrtle Beach, SC, the Builder, to Cerlton + Jean Ponder, the Purchaser, who is the original Buyer of the property at: Lot 4 Belle Vue.

1. COVERAGE

The Builder warrants that all construction related to the house substantially conforms to the specifications and the change orders for the job. Within one (1) year from the date of closing, or occupancy by the Purchaser, whichever is first, the Builder will repair or replace, at the Builders option, any latent defects in material or workmanship by the standards of construction relevant to County Building Codes. A latent defect is defined as one which was not apparent or ascertainable at the time of occupancy. The Purchaser agrees to accept a reasonable match in any repair or replacement in the event the original item is no longer available. The Purchaser understands that the sole remedy under this Limited Warranty Agreement is repair as set forth hereto. Any claim for breach of this warranty must be brought within one (1) year from the date of closing or occupancy by the Purchaser, whichever is first.

2. EXCLUSIONS FROM COVERAGE

The Limited Warranty does not cover the following items:

- Damage resulting from fires, floods, storms, electrical malfunctions, accidents, nor acts of God.
- Damage from alterations, misuse or abuse of the covered items by any person.
- Damage resulting from the Purchasers' failure to observe any operating instructions furnished by the Builder at the time of installation.
- Damage resulting from the malfunction of equipment or lines of the telephone, gas, power or water companies.
- Any item listed as Non-warrantable Conditions on the list that is incorporated into this Warrantee; the Purchaser acknowledges receipt of the list of Non-warrantable Conditions. Any item furnished or installed by the Builder, including appliances or equipment, that are covered by the manufacturer's warranties. The Builder hereby assigns (to the extent that they are assignable) and conveys to the Purchaser all warranties provided by the manufacturer on manufactured items such as appliances and equipment that have been installed or included in the purchase of the Property. (The Purchaser accepts this assignment and acknowledges that the Builder's only responsibility relating to such items is to lend assistance to the Purchaser in settling any claim resulting from the installation of these products. Following are examples of such: appliances and equipment though not every home includes all of these items and some homes may include appliances and equipment not on this list: refrigerator, range, washing machine, dishwasher, garbage disposal, ventilating fan, HVAC equipment, water heater, microwave and light fixtures.)
- Conditions resulting from the condensation on, or expansion or contractions of materials.

Beverly Homes, LLC

([Signature]) BUYER

([Signature]) BUYER

([Signature]) SELLER

() SELLER HAVE READ THIS PAGE

Exhibit: 24

Wit: Beverly

Date: 12-10-20

Rep: Debbie Rayl

g. Defects that are the results of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood, fading, caulking and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; drying, shrinking and cracking of caulking and weather stripping.

3. LIMITATION OF WARRANTY

This warranty is personal to the original Purchaser and does not run with the property or the items contained in the house. The original Purchaser may not assign, transfer or convey this warranty.

4. OBTAINING SERVICE

It shall be the policy of the Builder to warrant the Purchaser's home according the following guidelines:

A. All requests for warranty shall be in writing. The only exception will be in the case of an emergency such as plumbing leaks, etc.

b. If the service needed is mechanically related (i.e. plumbing, HVAC, electrical appliances) the homeowner should call the subcontractor direct.

d. The Builder will begin performing the obligations under this warranty within a reasonable time of the Builder's receipt of any such request and will diligently pursue these obligations. Repair work will be done during the Builders normal working hours except where delay will cause additional damage. The Purchaser agrees to provide the Builder or the Builder's representative access to the home.

5. BUILDER ACKNOWLEDGEMENT:

Purchaser acknowledges and agrees that the Builder, Beverly Homes, LLC, shall be responsible for all Construction, Warrantee and Building related items.

6. NO OTHER WARRANTIES

I acknowledge having read, understood, and received a copy of this Limited Warranty.

Carla Rende
PURCHASER

June 17, 2016
DATE

John Rende
PURCHASER

June 17, 2016
DATE

[Signature]
BUILDER

6-17-16
DATE

Beverly Homes, LLC

([Signature]) BUYER ([Signature]) BUYER ([Signature]) SELLER (____) SELLER HAVE READ THIS PAGE