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SC Court of Appeals

THE STATE OF SOUTH CAROLINA
In the Court of Appeals

APPEAL FROM YORK COUNTY
Court of Common Pleas

William A. McKinnon, Circuit Court Judge

Appellate Case No. 2020-001657
Trial Case No. 2018-CP-46-02502

Kimberly Ann Condra Appellant,

v.

Gregory Scott Childers and Jeffrey Steven Childers.....Respondents.

RECORD ON APPEAL

June 15, 2021

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CERTIFICATE OF COUNSEL: The undersigned hereby certifies that the Record on Appeal contains all material proposed to be included by any of the parties and not any other material.

June 15, 2021

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STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	COURT
COUNTY OF YORK	)	SIXTEENTH JUDICIAL CIRCUIT
Kimberly Ann Condra,	)	C/A NO.: 2018-CP-46-02502
Plaintiff,	)	
v.	)	
Gregory Scott Childers and	)	ORDER
Jeffrey Steven Childers	)	
	)	
Defendants.	)	

This matter came before the court for a non-jury trial on August 20 and 21, 2020. The Plaintiff was represented by Lucy L. McDow. The Defendant, Gregory Scott Childers, was represented by James W. Boyd. The Defendant, Jeffrey Steven Childers, was represented by David Benson. Plaintiff alleges causes of action against Gregory Scott Childers for fraud in the inducement, negligent misrepresentation, and violations of the Unfair Trade Practices Act. The Plaintiff alleges causes of action against the Defendant, Jeffrey Steven Childers, for negligence, and violation of the Unfair Trade Practices Act. At the end of the Plaintiff's case, the Defendant, Jeffrey Steven Childers, attorney made a Motion for a directed verdict, which I granted.

The Plaintiff entered into a written contract with Defendant Gregory Scott Childers for remodeling work on her home on June 25, 2017. The agreement provided that work would be commenced on June 26, 2017 and would be substantially complete within 90 days after construction began. Prior to hiring the Defendant, Gregory Scott Childers, the Plaintiff had obtained a permit from the city of Rock Hill to make renovations to the home. Plaintiff testified

she hired various individuals to work on the home but items were stolen from the home and the work was not completed. Plaintiff paid the Defendant, Gregory Scott Childers, \$52,000.00.

Gregory Scott Childers commenced work on the Plaintiff's home but never completed it and ceased working on the home in October of 2017. Plaintiff then hired a licensed contractor to partially complete the renovations. The Defendant, Gregory Scott Childers, was not a licensed contractor or builder in the State of South Carolina and had no authority to obtain building permits. On the causes of action for fraud and for negligent misrepresentation the Plaintiff testified that the Defendant falsely represented to her that he was licensed to do remodeling work, that he would get the necessary city permits for the work, that he carried liability insurance and would use reasonable care to meet the requirements of State, Federal and local laws.

Evidence was introduced that the Defendant did have liability insurance at the time he entered the contract with the Plaintiff. The Defendant had been sent a notice that his insurance would be cancelled in July for non-payment on the insurance. There was no evidence presented that the Defendant's insurance was cancelled in July. At the time the Defendant made the representation he did have liability insurance so it was not a false statement. The other misrepresentations center around the Defendant being unable to comply with the requirements of the law because he was unlicensed. In order to maintain a case for fraud the Plaintiff must prove all nine elements of fraud. If one element is not proven then the Plaintiff's case fails. The issue in this case is whether or not the Plaintiff had a right to rely on the Defendant's misrepresentations. When relying on representations, one has a duty to use reasonable prudence and diligence under the circumstances. Various circumstances which will be considered include the form and materiality of the representation, the respective age, experience, intelligence and mental and physical condition of the parties, and relations in respective knowledge and means of knowledge of the

parties. In *Florentine Corporation v. Peda I, Inc.*, 287 S.C. 382, 339 S.E. 2d 112 (1985), the court stated, “Where there is no confidential or fiduciary relationship in an arm’s length transaction between mature, educated people is involved, there is no right to rely. This is especially true in circumstances where one should have utilized precaution and protection to safeguard his interests.” In applying these principles to this case, the court considered findings of that. This was an arm’s length transaction. The Plaintiff is a mature, educated individual who has an M.B.A. and has worked in the banking industry for years. Plaintiff obtained a permit to make renovations to her home. S.C. Code Section § 40-59-260 imposes a duty on the Plaintiff to make sure people employed by her have the licenses required by state law, county and municipal license ordinances. The court finds that the Plaintiff was not acting reasonably when she neglected the duty imposed on her by law to see that the people hired by her were licensed. Plaintiff could plainly see that the permit she had obtained was still on the house and had never been replaced with another permit obtained by the Defendant. There is no liability for representations made when the truthfulness of the representations are easily within reach and can be ascertained by the exercise of due diligence. *Schnellmann v. Roettger*, 368 S.C. 17, 627 S.E.2d 742 (Ct.App.2006), *O’Shields v. Southern Fountain Mobile Homes Inc.*, 262 S.C. 276, 204 S.E.2d 50 (1974), *Lowders v. Price* 190 S.C. 392, 3 S.E.2d 38 (1939). The Plaintiff could have easily checked whether or not the Defendant was licensed by requesting the Defendant show her a license or by checking the public records online. Applying the facts of this case to the principals of law outlined above, I find that the Plaintiff did not reasonably rely on the misrepresentations of the Defendant and that any reliance on the misrepresentations of the Defendant were not reasonable. Therefore, Plaintiff’s causes of action for fraud in the inducement and negligent misrepresentation fail.

Plaintiff also alleges a cause of action for violation of the Unfair Trade Practices Act. The Unfair Trade Practices Act states that unfair methods of competition and unfair or deceptive acts or practices in the conduct of any trade or commerce are unlawful. An act or practice is unfair when it is offensive to public policy or when it is immoral, unethical or oppressive. To be actionable under the Unfair Trade Practices Act, the act or practice must have an adverse impact upon the public interest. An unfair or deceptive act or practice has an impact upon the public interest if the act or practice has the potential for repetition. The Plaintiff has met the public interest element. The Plaintiff introduced into evidence that the Defendant has, on numerous occasions, entered contracts for home improvements and construction without having a license.

Although not interpreting Unfair Trade Practices Act in the case of *Lenz v. Walsh*, 362 S.C. 603, 608 S.E.2d 471 (S.C. Ct. App. 2005), the court held that a homeowner not recover payments made to an unlicensed contractor merely because the contractor did not hold a license when the contract was executed. The court quoted *Hawkins v. Holland* 388 S.E.2d 221, 97 (N.C. Ct. App. 291), for the proposition that, “equity and principles of restitution do not require that unlicensed contractors be completely uncompensated or that contracting homeowners receive the completed construction without cost.” Based on *Lenz*, I find that the act of building or construction without the appropriate licenses is not an unfair method of competition or an unfair act or practice as defined by Section § 39-5-20 (a) of the Unfair Practices Trade Act.

For the reasons set forth in this order, I find a verdict for the Defendant, Gregory Scott Childers, on all causes of action.

AND IT IS SO ORDERED.

September _____, 2020
York, SC

William A. McKinnon
Circuit Court Judge



York Common Pleas

Case Caption: Kimberly Ann Condra VS Gregory Scott Childers , defendant, et al

Case Number: 2018CP4602502

Type: Order/Other

So Ordered

/s William A. McKinnon, #2761, Circuit Judge

Electronically signed on 2020-09-21 15:44:33 page 6 of 6

STATE OF SOUTH CAROLINA
COUNTY OF York
IN THE COURT OF COMMON PLEAS

JUDGMENT IN A CIVIL CASE

CASE NO. 2018CP4602502

Kimberly Ann Condra
PLAINTIFF(S)

Gregory Scott Childers et al
DEFENDANT(S)

DISPOSITION TYPE (CHECK ONE)

- ☐ **JURY VERDICT.** This action came before the court for a trial by jury. The issues have been tried and a verdict rendered.
- ☒ **DECISION BY THE COURT.** This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.
- ☐ **ACTION DISMISSED** (CHECK REASON): ☐ Rule 12(b), SCRPC; ☐ Rule 41(a), SCRPC (Vol. Nonsuit); ☐ Rule 43(k), SCRPC (Settled);
☐ Other
- ☐ **ACTION STRICKEN** (CHECK REASON): ☐ Rule 40(j), SCRPC; ☐ Bankruptcy;
☐ Binding arbitration, subject to right to restore to confirm, vacate or modify arbitration award;
☐ Other
- ☐ **STAYED DUE TO BANKRUPTCY**
- ☐ **DISPOSITION OF APPEAL TO THE CIRCUIT COURT** (CHECK APPLICABLE BOX):
☐ Affirmed; ☐ Reversed; ☐ Remanded;
☐ Other

NOTE: ATTORNEYS ARE RESPONSIBLE FOR NOTIFYING LOWER COURT, TRIBUNAL, OR ADMINISTRATIVE AGENCY OF THE CIRCUIT COURT RULING IN THIS APPEAL.

IT IS ORDERED AND ADJUDGED: ☐ See attached order (formal order to follow) ☒ Statement of Judgment by the Court:

Directed verdict granted at trial in favor of Jeffrey Steven Childers.

ORDER INFORMATION

This order ☒ ends ☐ does not end the case.

☐ See Page 2 for additional information.

For Clerk of Court Office Use Only

This judgment was electronically entered by the Clerk of Court as reflected on the Electronic Time Stamp, and a copy mailed first class to any party not proceeding in the Electronic Filing System on 09/22/2020 .

David Vance Benson for Jeffrey Steven Childers
David Vance Benson for Jeffrey Steven Childers

NAMES OF TRADITIONAL FILERS SERVED BY MAIL



York Common Pleas

Case Caption: Kimberly Ann Condra VS Gregory Scott Childers , defendant, et al

Case Number: 2018CP4602502

Type: Order/Electronic Form 4

So Ordered

/s William A. McKinnon, #2761, Circuit Judge

Electronically signed on 2020-09-22 09:43:42 page 3 of 3

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH JUDICIAL CIRCUIT
COUNTY OF YORK	)	
	)	Civil Action No.: 2018-CP-46-2502
Kimberly Ann Condra,	)	
	)	
Plaintiff,	)	<u>AMENDED ORDER ON</u>
	)	<u>MOTION TO ALTER OR</u>
v.	)	<u>AMEND</u>
	)	
Gregory Scott Childers and Jeffrey	)	
Steven Childers,	)	
	)	
<u>Defendant .</u>	)	

This matter came before the Court on November 18, 2020 pursuant to the Plaintiff's Motion for Relief from the Court's September 21, 2020 Order. The Plaintiff requests the Court reconsider the verdict on behalf of Gregory Scott Childers on the causes of action of fraud in the inducement and negligent misrepresentation. Both of these causes of action fail because Plaintiff did not reasonably rely on any representations by Defendant Greg Childers.

The Plaintiff obtained the first permit to perform remodeling on her home. South Carolina Code Section 40-59-260 placed an affirmative duty on the Plaintiff to ensure people who worked on her home had the licenses required by state law and county and municipal license ordinances. The Plaintiff could have easily discovered that Defendant Gregory Scott Childers did not have the licenses. Further, the Plaintiff could see that the permit she obtained was never replaced by another permit obtained by the Defendant. Under the facts of the case, the Court finds the Plaintiff did not reasonably rely on the misrepresentations made by the Defendant, regardless of whether the standard is the preponderance of the evidence or the heightened fraud standard. Further, with regard to the alleged misrepresentations about insurance, there was no competent evidence that Defendant Greg Childers was uninsured during this project.

The Court clarifies that it did admit the administrative sanction from LLR and LLR's letter of transmittal of the sanction to Defendant Greg Childers as relevant evidence, because Defendant Greg Childers identified the sanction and the letter of transmittal in his deposition and admitted he had been sanctioned. Nevertheless, this does not alter the outcome.

Plaintiff also requests the Court reconsider its ruling that the Unfair Trade Practices Act does not apply to this case. The Court affirms its earlier decision based on *Lenz v. Walsh*, 362 S.C. 603, 608 S.E.2d 471 (Ct. App. 2005). *Lenz* held there is no cause of action against a contractor for performing unlicensed work. If a claim against a contractor for unlicensed work is not recognized, then a claim under the Unlawful Trade Practices Act for unlicensed work cannot be recognized.

For the reasons set forth in this Order and the reasons previously set forth in the September 21, 2020 Order, the Plaintiff's Motion is DENIED.

IT IS SO ORDERED.

York, South Carolina
December _____, 2020

The Honorable William A. McKinnon
Presiding Judge



York Common Pleas

Case Caption: Kimberly Ann Condra VS Gregory Scott Childers , defendant, et al

Case Number: 2018CP4602502

Type: Order/Amend

So Ordered

/s William A. McKinnon, #2761, Circuit Judge

Electronically signed on 2020-12-07 13:05:34 page 3 of 3

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
YORK COUNTY	)	SIXTEENTH JUDICIAL CIRCUIT
	)	
Kimberly Ann Condra,	)	
	)	
Plaintiff,	)	
	)	AMENDED ORDER ON
	)	MOTION TO RECONSIDER
vs.	)	
	)	
Gregory Scott Childers and	)	Civil Action No. 2018-CP-46-02502
Jeffrey Steven Childers,	)	
	)	
Defendants.	)	
	)	

Plaintiff filed suit against brothers Gregory Scott Childers, hereinafter Greg, and Jeffrey Steven Childers, hereinafter Steve, for a construction project contracted by Greg. Greg signed a contract with plaintiff and later hired his brother, Steve, to do some work on the project. Steve worked at plaintiff's house for a short period of time, got paid and left. Plaintiff and Greg began to have problems resulting in this litigation. After listening to testimony and reviewing exhibits, this court directed a verdict in favor of Steve. Plaintiff promptly filed a motion to re-consider which is hereby DENIED.

This court makes the following findings of fact with regard to Steve Childers:

1. Plaintiff did not have a written or verbal contract with Steve.
2. Steve did not make any false misrepresentations to plaintiff about his working relationship with Greg.
3. Plaintiff did not produce any credible evidence that Greg and Steve were partners.
4. Plaintiff did not produce any evidence of any negligence by Steve in the work he performed or in any other area.
5. Steve did not make any false representations to plaintiff about his work or his role at

plaintiff's house.

6. Steve worked for Greg, did his work, got paid, and left plaintiff's property never to return.
7. Plaintiff did not produce any evidence that Steve knew or should have known that Greg was not licensed by the state of South Carolina.
8. Plaintiff did not provide evidence that Steve's work at her house was negligent.
9. Plaintiff did not provide any evidence that Steve Childers engaged in any unfair and deceptive trade practices to induce plaintiff into continuing to allow work to be done on her house or to pay money for the work at her house.
10. Plaintiff did not provide any evidence that Steve Childers engaged in false representations about the timing of work and the obtaining of materials.
11. Plaintiff did not present any evidence that Steve purchased any materials.
12. Plaintiff did not produce evidence that established any duty Steve owed her, and even if such a duty existed, plaintiff did not produce any evidence Steve breached any duty.
13. There was no competent evidence that Steve was anything other than Greg's agent/sub-contractor.
14. The administrative sanction and LLR's letter of transmittal of the sanction were admitted by Counsel for Defendant Steve and were therefore properly admitted into evidence.

CONCLUSIONS OF LAW

15. A statute can establish a duty to a plaintiff. A breach of the duty can be found with a showing of violation of the statute. The finding of a statutory violation, however, does not end the inquiry. The causation of the injury must also be evaluated. Violation of a statute, while negligence per se, did not support recovery of damages because the

violation was not the cause of the injury. *Whitlaw v Kroger Co.*, 306 SC 51, 410 SE 2nd 251 (1991). Payment of an administrative fine after the fact is not proof of any negligence on Steve's part and was not the proximate cause of plaintiff's damages as Steve made no misrepresentations and there was no evidence Steve did anything but perform competent work as a subcontractor. There is no basis for liability in contract or tort law for a subcontractor who competently performs the work he is hired to do by the principal.

16. Steve, in performing competent work as a subcontractor, did not do anything that could reasonably be constitute an "unfair or deceptive" act as required by the UFTPA.

Based on the above Findings of Fact and Conclusions of Law, the motion for reconsideration of the Directed Verdict is DENIED.

IT IS SO ORDERED.

York, South Carolina
December ____, 2020

The Honorable William A. McKinnon
Presiding Judge



York Common Pleas

Case Caption: Kimberly Ann Condra VS Gregory Scott Childers , defendant, et al

Case Number: 2018CP4602502

Type: Order/Amend

So Ordered

/s William A. McKinnon, #2761, Circuit Judge

Electronically signed on 2020-12-07 12:59:52 page 4 of 4

STATE OF SOUTH CAROLINA)
YORK COUNTY)

COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Kimberly Ann Condra,)
)
Plaintiff,)

vs.)

Gregory Scott Childers and)
Jeffrey Steven Childers,)
)
Defendants.)

AMENDED COMPLAINT

Civil Action No. 2018-CP-46-2502

The plaintiff alleges:

1. This case arises out of the attempted remodeling of a residence belonging to the plaintiff, Kimberly Ann Condra (“Condra”), in York County, South Carolina.

2. The defendants, Gregory Scott Childers (“Gregory Childers”) and Jeffrey Steven Childers (“Steven Childers”) are residents of York County.

3. On approximately June 25, 2017, Gregory Childers, who was unlicensed by the South Carolina Residential Builders Commission (“the Commission”), offered to engage in the business of residential and/or residential specialty construction by promising to do remodeling work for Condra at her residence.

4. Gregory Childers thereafter undertook the promised construction work, in exchange for which Condra paid him a total of \$52,000.

5. To induce Condra to allow him to work on her house and to induce her to pay him \$52,000, Gregory Childers represented to her that he was properly licensed to do the construction; that he would obtain the required governmental permits required for the work; and that he would provide competent services and materials of high quality.

6. The defendant Steven Childers assisted Gregory Childers by providing portions of the defective and incomplete work at Condra's home.

7. The defendant Steven Childers was licensed by the Commission at the time to provide residential construction services under License No. 11055.

8. Steven Childers worked on the project and assisted Gregory Childers with knowledge or reckless disregard of the fact that Gregory Childers was unlicensed, had obtained no construction permit, and was prohibited by law from attempting the construction.

9. Condra was unaware when the Childers began working at her house that Gregory Childers was unlicensed, that neither of the Childers had obtained the required building permit for the work, and that the work would not be inspected by the building officials of the City of Rock Hill.

10. After initial payments to Gregory Childers, Condra learned that he was not licensed and had not obtained the necessary permit for the work.

11. Gregory Childers, with Steven Childers' knowledge, acquiescence, or reckless disregard, then falsely represented to Condra and the City of Rock Hill that the work was being done pursuant to Steven Childers' license.

12. Condra reasonably relied on Gregory Childers' representations and on Steven Childers' participation to continue advancing funds to Gregory Childers and allowing the work to continue.

13. The Childers' construction work was substandard and inadequate, promised materials and services were not provided, required government permits for the work were not obtained, and required government inspections of the work in progress were not conducted.

14. The partial work damaged Condra's house and made parts of it uninhabitable.

15. The Childers ultimately ceased working at Condra's house and left her house damaged and incomplete, despite her payment of \$52,000.

16. To restore her house to habitable condition and use, Condra had to spend approximately \$50,945 for a licensed builder and to go without the partial use of her home for an extended period of time while the Childers' work was repaired and partially completed and the damage done to the house was partially remedied.

17. Despite the additional \$50,945, Condra was forced to substitute lesser quality materials and to compromise on full completion of the remodeling because of the funds previously paid to Gregory Childers, with the result that her house remains incomplete, partially unusable, and of reduced value.

18. The allegations of this complaint are realleged throughout.

FIRST CAUSE OF ACTION: AGAINST GREGORY CHILDERS FOR
FRAUD IN THE INDUCEMENT

19. Gregory Childers' representations to Condra that he was licensed and competent and that he could and would obtain building permits were false, but were made to induce her to rely on them.

20. Gregory Childers' subsequent representations that the work would be provided and permitted pursuant to Steven Childers' license were likewise false and were made to induce continuing payments from Condra for further work.

21. Without knowing the representations were false, Condra reasonably and materially relied on them in allowing the Childers to undertake and continue the construction in exchange for her payments.

22. In addition to her loss of the \$52,000 paid to Gregory Childers and the \$50,945 paid to remedy the Childers' damage and partially complete their work, Condra suffered the following losses:

- a. She was deprived of the use of her house during the time needed to obtain another contractor, to have the Childers' damage repaired, and to have their work partially completed.
- b. She has been permanently deprived of full use of her house because of compromises necessitated by the payment of her construction funds to Gregory Childers;
- c. Her house has been reduced in value because of the compromises necessitated by the payment of her construction funds to Gregory Childers; and
- d. She has been forced to incur attorney fees to respond to a mechanic's lien filed against her property by a materials supplier whom Gregory Childers failed to pay.

23. As a result, Condra is entitled to an award of damages against Gregory Childers for the losses described and to pre-judgment interest at the statutory rate.

24. Gregory Childers' actions were reckless and willful and also justify an award of punitive damages.

SECOND CAUSE OF ACTION: AGAINST GREGORY CHILDERS FOR
NEGLIGENT MISREPRESENTATION

25. Gregory Childers had a pecuniary interest in making or enabling the false representations previously alleged, in that he expected to receive payments and did receive payments as a result.

26. He had a duty of care to communicate truthful information to Condra concerning the Childers' competence, his licensing, and their intention of obtaining building permits.

27. Condra justifiably relied on the representations in contracting with Gregory Childers, in allowing the Childers to work at her house, and in making payments to Gregory Childers.

28. As a result, Condra suffered the damages previously alleged and is entitled to an award of damages against Gregory Childers for the losses described, with pre-judgment interest at the statutory rate.

THIRD CAUSE OF ACTION: NEGLIGENCE AGAINST STEVEN CHILDERS

29. Steven Childers had a duty to Condra not to intentionally, knowingly, directly or indirectly aid or abet Gregory Childers in obtaining or attempting to perform the illegal contract of construction remodeling.

30. At the time Steven Childers agreed to provide and provided construction services at Condra's home, he knew or should have known that Gregory Childers was unlicensed, had obtained no permit, and lacked the knowledge, skills, and financial ability to provide the promised construction services.

31. Steven Childers further had a duty to provide competent and complete construction services and materials in the remodeling of Condra's house.

32. Steven Childers breached his duty, however, by enabling and assisting Gregory Childers in attempting to provide construction services and materials to Condra that Gregory Childers was unlicensed and unable to provide, and in doing substandard and incomplete work at the house.

33. As a result of Steven Childers' activities, he was subsequently charged on behalf of the Commission with, and has admitted, violating S.C. Code Ann. §40-1-110(c) for having

intentionally or knowingly, directly or indirectly, aided and abetted Gregory Childers in the violation of or conspiring to violate the State of South Carolina's licensing statutes or regulations.

34. Condra suffered the damages previously described as a result and is entitled to an award for such damages against Steven Childers, with pre-judgment interest at the statutory rate.

35. Steven Childers' were grossly negligent, willful, or reckless and further justify an award of punitive damages.

FOURTH CAUSE OF ACTION: AGAINST BOTH DEFENDANTS
FOR VIOLATIONS OF THE UNFAIR TRADE PRACTICES ACT

36. The Childers are persons engaged in trade or commerce directly or indirectly affecting the people of South Carolina.

37. In addition to the pattern of behavior previously alleged, the Childers engaged in further unfair and deceptive trade practices to induce Condra into continuing to allow, and pay money for, the destructive work at her house:

- a. Gregory Childers misrepresented that he was continuing to attempt to obtain building permits for the construction;
- b. Gregory Childers misrepresented with the acquiescence of Steven Childers that building permits for the construction were being obtained through the license of Steven Childers;
- c. Gregory Childers provided a false license number to convince Condra that he was a licensed builder;
- d. Gregory Childers misrepresented that he was working as an employee of a licensed builder;
- e. Gregory Childers refused to remedy his damage or to continue work unless Condra continued to pay money to him;
- f. Gregory Childers failed to pay one or more of his materials suppliers after obtaining funds from Condra for that purpose, with the result that a mechanic's lien was filed against Condra's property;

- g. Steven Childers participated in and furthered the illegal enterprise initiated by Gregory Childers; and
- h. The Childers engaged in other false misrepresentations about the timing of work and the obtaining of materials.

38. For the reasons previously alleged, the Childers have willfully or knowingly engaged in a pattern of behavior that has either repeatedly and adversely affected the public interest of the people of South Carolina or that has the potential for doing so.

39. As a result, Condra suffered the damages previously described and is entitled to an award of three times her actual damages, with pre-judgment interest at the statutory rate, together with reasonable attorney fees pursuant to S.C. Code Ann. §39-5-140.

WHEREFORE, the plaintiff seeks actual, punitive, and statutory damages against the defendants; an award of attorney fees; and such other relief as the Court may find appropriate.

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January 17, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH CIRCUIT COURT
COUNTY OF YORK	)	
	)	CASE NO.: 2018-CP-46-2502
Kimberly Ann Condra,	)	
	)	<u>DEFENDANT GREGORY</u>
Plaintiff,	)	<u>SCOTT CHILDERS'</u>
	)	<u>ANSWER TO PLAINTIFF'S</u>
v.	)	<u>AMENDED COMPLAINT</u>
	)	
Gregory Scott Childers and	)	
Jeffrey Steven Childers,	)	
	)	
Defendants,	)	

The Defendant, Gregory Scott Childers, above named answering the Amended Complaint of the Plaintiff would respectfully show:

1. The Defendant, Gregory Scott Childers admits the allegations of Paragraphs One (1) through Four (4) of the Amended Complaint.
2. Answering Paragraph Five (5) of the Amended Complaint the Defendant, Gregory Scott Childers denies that he represented to the Plaintiff that he was properly licensed to do construction and that he would obtain the government required permits to do the work. The Defendant, Gregory Scott Childers would show that the Plaintiff represented to Defendant, Gregory Scott Childers that she had obtained all permits at the time the project began. The Defendant, Gregory Scott Childers would show that he did provide competent services and materials of high quality.
3. Answering Paragraph Six (6) of the Amended Complaint the Defendant, Gregory Scott Childers admits that Stephan Childers worked for Defendant, Gregory Scott Childers on the project. The Defendant, Gregory Scott Childers denies that the work was defective and incomplete.

4. The Defendant, Gregory Scott Childers denies the allegations of Paragraph Seven (7) of the Amended Complaint.
5. The Defendant, Gregory Scott Childers denies allegations in Paragraph Eight (8) through Paragraph Fourteen (14) of the Amended Complaint.
6. The allegations of Paragraph Fifteen (15) of the Amended Complaint require no response.
7. The Defendant, Gregory Scott Childers denies allegations in Paragraph Sixteen (16) and Seventeen (17) of the Amended Complaint.
8. The Defendant, Gregory Scott Childers admits so much of paragraph Eighteen (18) of the Amended Complaint that he alleges that he was paid \$52,000.00 for the construction work.
10. The Defendant, Gregory Scott Childers denies the remaining allegations in Paragraph Eighteen (18) of the Amended Complaint.
11. The Defendant, Gregory Scott Childers denies allegations in Paragraph Nineteen (19) through Paragraph Twenty-One (21) of the Amended Complaint.
12. The Defendant, Gregory Scott Childers denies allegations in Paragraph Twenty –Two (22) through Paragraph Twenty-Five (25) of the Amended Complaint and would further denies untruthful information was conveyed to the Plaintiff.
13. Answering Paragraphs Twenty-Six (26) through Paragraphs Twenty-Nine (29) of the Amended Complaint the Defendant, Gregory Scott Childers would show that the Third Cause of Action makes no allegations against Defendant, Gregory Scott Childers.
14. The Defendant, Gregory Scott Childers denies allegations in Paragraph Thirty (30) through Paragraph Thirty-Two (32) of the Amended Complaint.

15. Answering Paragraphs Thirty-Three (33) through Paragraphs Thirty-Six (36) of the Amended Complaint the Defendant, Gregory Scott Childers denies such allegations and denies that misrepresentations were made to the Plaintiff.

16. Further answering Paragraphs Thirty-Three (33) through Paragraphs Thirty-Nine (39) of the Amended Complaint the Defendant, Gregory Scott Childers would show that the Unlawful Trade Practice Act does not apply to this case because an alleged private wrong does not adversely affect the public.

AFFIRMATIVE DEFENSES

17. The Plaintiff has failed to state claims upon relief which can be granted and the Plaintiff's Amended Complaint should dismiss pursuant to Rule 12(b) (6).

18. The Plaintiff's claims are barred by the Doctrines of Waiver, Estoppel and Unclean Hands.

19. The Plaintiff's claims are barred by the Plaintiff's failure to mitigate damages.

WHEREFORE, having fully answered the Defendant, Gregory Scott Childers prays that the Amended Complaint be dismissed.

s/James W. Boyd
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Rock Hill, South Carolina
March 21, 2019

STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
YORK COUNTY	)	SIXTEENTH JUDICIAL CIRCUIT
	)	
Kimberly Ann Condra,	)	
	)	
Plaintiff,	)	
	)	
-vs-	)	<u>ANSWER AND CROSSCLAIM</u>
	)	
Gregory Scott Childers and	)	Civil Action No. 2018-CP-46-2502
Jeffrey Steven Childers,	)	
	)	
Defendants.	)	
_____	)	

Jeffrey Steven Childers answers plaintiff's amended complaint as follows:

1. All allegations contained in the complaint that are not specifically admitted, explained, or denied, are hereby denied.
2. Jeffrey Steven Childers admits he is a resident of York County South Carolina.
3. Jeffrey Steven Childers does not have information sufficient to admit or deny the allegations contained in paragraphs 3-5 of the complaint and therefore denies all the allegations contained in paragraphs 3-5.
4. Jeffrey Steven Childers admits he performed some work at plaintiff's property but denies his work was defective or incomplete and denies the remaining allegations of paragraph 6-8.
5. Jeffrey Steven Childers does not have the ability to know what plaintiff knows or knew and denies all the allegations contained in paragraph 9-10.

6. Jeffrey Steven Childers did not make any representations to plaintiff or the city of Rock Hill and absolutely did not represent to anyone that defendant Greg Childers was working under his license and denies the allegations contained in paragraphs 11 and 12.

7. Jeffrey Steven Childers denies all the allegations contained in paragraph 13-18.

8. Jeffrey Steven Childers denies all the allegations contained in the first and second causes of action and demands strict proof thereof.

9. Jeffrey Steven Childers denies all allegations contained in paragraph 29-32 in the third cause of action and demands strict proof thereof.

10. Concerning paragraph 33-35, Jeffrey Steven Childers admits he paid a fine for a license violation but denies that he ever spoke to plaintiff and further denies that plaintiff was damaged by his statutory violation and demands strict proof thereof.

11. Jeffrey Steven Childers denies all the allegations contained in the fourth cause of action and demands strict proof thereof.

Wherefore, Jeffrey Steven Childers prays that this case be dismissed, that plaintiff be ordered to pay his attorney's fees and costs, and for such other and further relief as this court deems just and proper.

FOR A SECOND DEFENSE

12. Jeffrey Steven Childers alleges that any injuries or damages allegedly suffered by plaintiff, which are denied, were due to and caused

by the negligence of plaintiff; that the negligence of plaintiff combined and concurred with any acts or omissions of Jeffrey Steven Childers, which are again denied, to produce any such injuries or damages; and that the negligence and recklessness of plaintiff exceeded any negligence or recklessness of Jeffrey Steven Childers. Jeffrey Steven Childers, therefore, pleads the comparative negligence and recklessness of plaintiff as a complete bar to this action. Should it be determined that plaintiff's negligence does not outweigh any negligence on the part of Jeffrey Steven Childers, any award to the plaintiff should be reduced in proportion to the amount of negligence on plaintiff's part.

FOR A THIRD DEFENSE

13. That any injuries or damages sustained by the plaintiff, if any, were due to and caused by the intentional acts and/or negligence of other persons and Jeffrey Steven Childers, therefore, pleads the intentional acts and/or so negligence of others as a complete bar to this action.

FOR A FOURTH DEFENSE

14. Any injury or damage sustained by plaintiff as a result of the matters alleged in the complaint were a proximate cause of one or more independent, efficient, and intervening causes which Jeffrey Steven Childers pleads as a complete bar to this action.

FOR A FIFTH DEFENSE

15. Jeffrey Steven Childers alleges that the plaintiff's complaint fails to state facts sufficient to state a cause of action

and, therefore, Jeffrey Steven Childers is entitled to a dismissal of plaintiff's complaint pursuant to rule 12(b)(6) of the South Carolina Rules of Civil Procedure.

FOR A SIXTH DEFENSE AND CROSSCLAIM

16. Jeffrey Steven Childers denies all substantive allegations of plaintiff's complaint; however, to the extent, if any, Jeffrey Steven Childers is found to be liable to plaintiff in this action, such liability would be a direct and proximate result of the wrongful acts, omissions, negligence and or representations of Gregory Scott Childers in this action, to wit: in his failure to obtain proper licensure from the governmental authorities; in failing to properly supervise the work of his workers; three in obtaining work beyond his capabilities.

17. Jeffrey Steven Childers prays for judgment against Gregory Scott Childers for attorney's fees, expenses and cost of this action and that in the unlikely event that he is found to be liable to plaintiff in any amount that Gregory Scott Childers be held responsible for that amount.

Wherefore, having fully answered the complaint of plaintiff, Jeffrey Steven Childers prays for a trial by jury, that the plaintiff's complaint be dismissed, that the attorney's fees, cost and disbursements of this action be paid by plaintiff and for such other and further relief that this court seems just and proper. Additionally, Jeffrey Steven Childers prays that the jury be able to allocate fault fully or partially to Gregory Scott Childers and Gregory Scott Childers be responsible for

Jeffrey Steven Childers' attorney's fees, expenses, and costs.

Elrod Pope Law Firm, P.A.

s/David V. Benson
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Attorney for Jeffrey Steven Childers

Rock Hill, South Carolina

March 28, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	SIXTEENTH CIRCUIT COURT
COUNTY OF YORK	)	
	)	CASE NO.: 2018-CP-46-2502
Kimberly Ann Condra,	)	
	)	<u>DEFENDANT, GREGORY</u>
Plaintiff,	)	<u>SCOTT CHILDERS'</u>
	)	<u>ANSWER TO DEFENDANT,</u>
v.	)	<u>JEFFERY STEVEN</u>
	)	<u>CHILDERS' CROSSCLAIM</u>
Gregory Scott Childers and	)	
Jeffrey Steven Childers,	)	
	)	
<u>Defendants,</u>	)	

The Defendant, Gregory Scott Childers, above named answering the Crossclaim of Defendant, Jeffery Steven Childers would respectfully show:

1. The Defendant, Gregory Scott Childers denies the allegations of Paragraphs Sixteen (16) and Seventeen (17) of the Sixth Defense in the Crossclaim and demands strict proof thereof.

WHEREFORE, having fully answered the Defendant, Jeffery Stevens Childers' Sixth Defendant and Crossclaim, the Defendant, Gregory Scott Childers prays that the same be dismissed.

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Rock Hill, South Carolina
April 10, 2019

1 duly sworn by the clerk, was examined and testified as
2 follows:

3 DIRECT EXAMINATION

4 BY MS. MCDOW:

5 Q Kimberly, would you give the Court your full name and
6 where you live please.

7 A Yes, my full name, legal name, is Kimberly Condra Rawls
8 and I live at 1497 Alexander Road, Rock Hill, South Carolina,
9 29732.

10 Q Miss Condra, you married since this lawsuit was filed,
11 right?

12 A Correct.

13 Q Do you mind if we continue to refer to you as Condra so
14 we all don't stumble over your new married name?

15 A No, ma'am, that is fine.

16 MS. MCDOW: Your Honor, may she remove her mask
17 just for the purpose of clarity?

18 THE COURT: Yes, as she is testifying. Yes, ma'am
19 she sure can.

20 Q Kimberly, where do you work?

21 A I work for Wells Fargo Bank.

22 Q How do you happen to live in Rock Hill?

23 A I wanted to live outside of the rat race, so to speak,
24 and Rock Hill is a nice community and so I commute in to
25 downtown, normally. But I have been working from home since the

1 pandemic started.

2 Q Can you speak a little louder just to make sure that
3 all of us can hear.

4 A Okay. All right.

5 Q Some of us are rapidly aging.

6 A I'm there with you.

7 Q How did you happen to buy the house or acquire the
8 house where you live now, 1497 Alexander Road.

9 A I was looking for a home, an older home, in a nice
10 neighborhood with trees and mature -- a more mature
11 neighborhood. And I had looked for a home, a ranch home for a
12 couple of years with a realtor and this particular property came
13 on the market and I liked it and I saw the potential in it
14 although it had not been updated for quite some time and so I
15 purchased that home.

16 Q What kind of condition was the home in when you bought
17 it?

18 A The home -- there wasn't any like true structural
19 damage as far as being able to acquire a loan for the home. It
20 had just been -- it was just very dated and it was built in the
21 early 1970's so it was very dated. It had 1990's wallpaper and
22 things of that nature and it was more closed in and dark. And
23 so I wanted to open the home up to be more to how we live today.

24 Q Did you decide at some point to remodel it?

25 A Yes, I did.

1 Q Did you get any plans drawn for remodeling?

2 A Yes, I did.

3 Q Would you look at what is marked as exhibit one and
4 tell us if those are the plans that you had drawn for your
5 remodeling?

6 A Yes, these are the plans.

7 Q And were those drawn by an architect?

8 A Yes, they were.

9 MS. MCDOW: We will submit that as Plaintiff's
10 Exhibit One, Your Honor.

11 THE COURT: Any objection?

12 MR. BENSON: No, sir.

13 MR. BOYD: No objection.

14 THE COURT: Thank you.

15 (Whereupon, plaintiff's exhibit one was received
16 in evidence.)

17 Q When did you get started to implement these plans?

18 A I don't recall exactly when I had the plans drawn. I
19 believe that was at the end of 2016, the beginning of 2017 and
20 then I started doing the remodeling in the spring of 2017.

21 Q And what manner did you undertake to do the remodeling?

22 A I originally thought that I would be doing the project
23 management of my own remodel and then just getting the trades to
24 come in to do their part of the remodel and I had broken it down
25 into two phases.

1 Phase one was the more common living areas of the home;
2 the kitchen, the living room, the dining room and the -- what I
3 call the back porch, the laundry room and half bath. After
4 getting through some of that work and seeing what it was like to
5 manage through that I -- and with my job increasing as far as my
6 travel and my responsibilities, I decided to hire a licensed
7 contractor to come in and manage the work and oversee the work
8 to completion.

9 Q Back when you started what you call phase one, what did
10 you do when you were going to be the contractor? What did you
11 do about permits, if anything?

12 A I had gone to a class that the city of Rock Hill offers
13 about getting to know the city that you live in, and at one of
14 those classes Mike Nugent came and spoke and talked about the
15 permitting process and things of that nature and what you need
16 to do to remodel and so I went to the city and I spoke with him
17 and his team and they walked me through the process of what I
18 needed to do to acquire a permit as the homeowner and then I
19 hired the trades; the licensed plumber, the licensed AC person,
20 the licensed electrician and they went to the city and got their
21 own permits and that's how we started the work.

22 Q When you say that you got a permit as a homeowner does
23 that mean you got a permit as the manager of the project, as
24 sort of the general contractor of the project?

25 A No, the way they told me that was -- the way I

1 understood it and it has been a while, is that as the homeowner
2 I have certain rights to do certain things to my property as
3 long as it is limited to like, for example, I couldn't hire
4 people to add a room to my house or something like that. But if
5 it was under the same roof and I wasn't doing anything to where
6 it was structurally changing the home with a few exceptions, I
7 could act as my own -- not contractor, but I could act as the
8 project manager of what I was doing and then like I said the
9 different trades would have to go and get their own particular
10 permit separately.

11 Q And is trade synonymous with subcontractors?

12 A Yes, ma'am. Like the plumbers and the electricians et
13 cetera.

14 Q Did you submit the building plans, the remodeling plans
15 that are marked as exhibit one to the city?

16 A Yes, ma'am.

17 Q And did your subs apply for their permits?

18 A Yes, ma'am, they did.

19 Q Did you get a permit to oversee and get the work done
20 for phase one?

21 A Yes, ma'am, I did.

22 Q Did you get some of that started?

23 A Yes, ma'am, I did.

24 Q Did you have a good experience or a bad experience with
25 that?

1 A Well, both. The things that were done for example
2 removing the structural where the framer came in and removed
3 some walls and added a beam in the attic of the home, those went
4 well. But what happened was the gentleman that I hired as the
5 framer -- and I thought my electrician was doing a good job and
6 the plumber of course did a good job. Where I ran into some
7 issues was with the person that was hired to do the framing. He
8 and/or the people that he hired to come in with him I discovered
9 that they committed theft and they stole a lot of my jewelry
10 that my grandmother had left me upon her death and I had to fire
11 them for that. They also had done some work in the kitchen
12 where they had tiled the kitchen and the tile work that they had
13 done that was uneven and so that was something where I wasn't
14 satisfied with that.

15 Q Were you able to -- given your job, were you able to be
16 there all the time supervising that work?

17 A No, I was not. At first I had a position where I could
18 work for home more, but as the work increased and there was more
19 noise of course and things like that at the house, and then my
20 job responsibilities were increased and I had to start traveling
21 more for work so I was unable to be there like I anticipated
22 that I could be when we first started.

23 Q What did you do as a result of that experience with the
24 framer and your own time availability changing?

25 A At first when I would need to travel I would have my

1 mother to come and be there so that there was somebody there on
2 the premises but then I decided that the way things went that it
3 was just too much for me to try and do that as well and do my
4 job. So I decided to hire a licensed contractor that would come
5 in and manage the job and then hire his own trade's people or
6 subcontractors to complete phase one, things that were undone in
7 phase one and then of course start and complete phase two.

8 Q How available -- was this in the spring of or late
9 spring of 2017?

10 A It was in June. I think probably the end of May and
11 June when I started searching for a licensed contractor to come
12 in.

13 Q Did you find contractors or builders, licensed ones to
14 be available or interested in the work?

15 A No, ma'am. At the time there was a lot of remodeling
16 going on and I had a lot of references from neighbors and people
17 within the community and there was just so much work going on
18 that people were so backed up that they were not even accepting
19 the jobs at that point.

20 Q Did you eventually hire someone?

21 A I did.

22 Q Who was that?

23 A I hired GSC Construction, Greg Childers.

24 Q Okay, that's Gregory Childers?

25 A Yes, ma'am.

1 Q And was he a DBA construction name?

2 A I believe so. I don't remember if it was LLC or what
3 type of business, but it was I believe GSC Construction I
4 believe was the name of the business.

5 Q How did you get Greg Childer's name?

6 A I had while I was still trying, you know, doing my own
7 thing, I had a brick mason that came recommended and came and
8 did a little bit of work for me and he had recommended Greg. He
9 said he was a good carpenter and good contractor and that he
10 would be a good person to call and ask if he would want to do
11 the job.

12 Q And is that Greg Childers, the defendant, who is
13 sitting here at the round table in the courtroom?

14 A Yes.

15 Q Tell us about your experience with contacting Greg
16 Childers and getting him to evaluate the rest of the job?

17 A I contacted him. He came over to my home. Extremely
18 charismatic, engaging person. Conveyed a lot of knowledge about
19 being a contractor. Conveyed a lot of experience. Grew up in a
20 family of builders. My understanding from him was his father of
21 course was a contractor and he had done a lot of work and lived
22 at the coast and done a lot of big jobs and things like that
23 down there and he had worked in the family business and grew up
24 in it. He came over and he looked at the work that I had
25 started doing on my own and then looked at phase two and he was

1 very excited, very enthusiastic that he could do that work. I
2 had originally just called him to look at the deck, but then
3 after we started talking and after he started giving me his
4 resume, his experience, that type of thing we talked and it came
5 to the point to where I said, why don't you bid on the job. I
6 need somebody to do the full -- to finish the house. To remodel
7 the house. Finish phase one and start and do phase two.

8 Q Did you tell him about your prior bad experience with
9 jewelry disappearing when your framer people were there?

10 A Yes. And I told him about the floor of course and he
11 could see that the floor was uneven and it wasn't done correctly
12 and that type of thing.

13 Q What discussions, if any, did you have about licensing
14 and permitting for the job? And do I understand correctly he
15 was to expand phase one and finish all the remodeling according
16 to the plans?

17 A Yes. He was suppose to complete phase one. Where
18 phase one had stopped before the sub-contractors who had gotten
19 their own licensing had finished out their permits where they
20 would then have the inspection done to close out that permit.

21 In other words, the electric wasn't done, the plumbing
22 wasn't done. All of that for phase one. So he was going to
23 finish out phase one and take over being the contractor and take
24 overseeing the subs and then he was going to then start and
25 finish phase two.

1 Q And besides talking about his extensive construction
2 experience, did you talk any about his license status and/or
3 permitting for the job?

4 A Absolutely. I knew that as the homeowner from the
5 city, the way I understood it, that I could have managed the way
6 I was doing phase one. I could have managed it that way, but I
7 understood that if I hired a licensed contractor that that
8 licensed contractor then his license would cover the subs and
9 then that person, that contractor then would manage and oversee
10 that job and oversee and manage the schedule and when the subs
11 came in to do their part of the work and that type of thing.
12 That was one thing that I didn't have experience with that my
13 subcontractors because of how busy they were, were having a
14 tough time because I didn't sequence them coming in at the right
15 times and so I knew if I had a licensed contractor to do that
16 then that would flow a lot smoother and they would know when to
17 have people to come in to like finish out their part of the work
18 and it would just be a much more efficient process.

19 Q Did you expect Mr. Childers to be the complete project
20 manager for the rest of the project?

21 A Yes.

22 Q Did he tell you -- what did he say to you, if anything,
23 about whether or not he was licensed to do that?

24 A He told me that he was a licensed contractor with the
25 State of South Carolina and that he had his, of course,

1 insurance. As a matter of fact, he brought up the insurance and
2 said that he doesn't do any job without being insured because he
3 knows what kind of liability that type of work carries.

4 Q With regard to permitting, did he say anything about
5 his relationship with the city building people?

6 A Yes. Yes, he said that he worked with the City of Rock
7 Hill all the time. That he knew and had a good relationship
8 with the city and that he would take care of all the permitting
9 and he would take care of all the inspections when they needed
10 to occur for the work that was happening. That I didn't need to
11 worry about any of that. That was his job.

12 Q Did he give you a price for finishing the remodeling?
13 Finishing the building plan, remodeling?

14 A He did. He came in and looked at the house and looked
15 at what was unfinished in phase one and he looked at what I
16 wanted done for phase two and then he gave me an estimate or a
17 contract -- if you will -- that said that he would complete the
18 job, the requirements, for -- I want to say originally it was my
19 math was whatever 52,000 minus 3,500 was the original amount for
20 the work.

21 Q Would you look at exhibit two in front of you and tell
22 us if that's the contract that Greg Childers prepared?

23 A Yes, that is.

24 Q And looking on -- looking on page two of exhibit two
25 where it says project description, what is the price under "D"

1 that he gave you?

2 A \$48,500.

3 Q Looking at the last page of that exhibit do you see a
4 document that adds \$3,500 to that on the very last page? The
5 very last page of that exhibit?

6 A Just a minute. I'll get there Lucy. Yes, I do.

7 Q Is that something you agreed to as well?

8 A That is correct. That was about the floor that we
9 talked about that was uneven in the kitchen. We decided that
10 there was no way to repair that and that the best thing was to
11 just take it up and then put wood down in the kitchen. In the
12 kitchen and what I call the back porch and the half bath.

13 Q So did the total price that he projected for everything
14 come to \$52,00 at that point?

15 A Yes, ma'am.

16 Q And did you and Mr. Childers sign this contract?

17 A Yes, ma'am.

18 Q Did you sign it on about June 25th, 2017?

19 A Yes, ma'am.

20 Q Now, looking again at that contract what time -- what
21 time did the contract promise the work would be done?

22 A Within ninety days.

23 Q And when did the contract say that he would start work?

24 A On June the 26th.

25 Q Did he in fact start work on or about that date?

1 A On or about that date, yes, ma'am.

2 Q Now, looking down on page two of that exhibit, do you
3 see roman numeral 7 where it says compliance with law?

4 A Yes, ma'am.

5 Q Would you read that provision please out loud.

6 A "Contractor and owner mutually commit to the use
7 reasonable care to meet the requirement of state, federal and
8 local law in discharging the responsibilities under this
9 agreement."

10 Q Did Mr. Childers also promise in this contract that he
11 would carry all necessary insurance?

12 A Yes, ma'am.

13 Q And did he -- did you in fact discuss that part with
14 him orally before the contract?

15 A Yes, ma'am. As a matter of fact I remember he brought
16 that up to make sure I knew he was insured.

17 Q What kind of down payment, if any, did this contract
18 require?

19 A It required half the money of the original amount. I
20 believe it was approximately -- well, here it is on page three,
21 I believe, \$24,250.

22 Q Did you pay him that?

23 A Yes, ma'am, I did.

24 Q Did this contract -- does it include an itemized list
25 of all the work that he is going to do to finish the project?

1 A Yes, ma'am.

2 MS. MCDOWD: Your Honor, we submit that as
3 Plaintiff's Exhibit Two.

4 THE COURT: Any objection?

5 MR. BENSON: No objection.

6 MR. BOYD: No, objection.

7 THE COURT: In evidence without objection.

8 (WHEREUPON, Plaintiff's Exhibit Two was received in
9 evidence.)

10 Q Kimberly, based on the 90 days in the contract signed
11 around the end of June when was Greg Childers suppose to be
12 finished with the work?

13 Q He should have been finished at the end of September.

14 Q Once he got started with the work what would the work
15 first consist of?

16 A At first it was demolition. He and -- he and his crew
17 came in. A crew being two or three people. It depended on --
18 it varied how many people showed up. But they came in and they
19 started demoing the house. Taking off all the current
20 baseboards and the crown and doing things like that. There was
21 a room that had paneling in it. I think two rooms that had
22 paneling, that they took the paneling off the walls. Things of
23 that nature.

24 Q What kind of condition did that demolition leave your
25 house in as to the inside?

1 A It was a construction zone. We had talked about it and
2 what I had done is at that time I had a master bathroom. And so
3 I pretty much lived in the master bedroom instead of my office
4 and then had that master bathroom. And then I closed myself off
5 and then they -- you know, were doing their work in the rest of
6 the house.

7 Q Was the part of the house that they were working on
8 liveable?

9 A No. Because it was -- you know, there was no furniture
10 or anything like that in it. The kitchen wasn't really where
11 you -- there was no appliances in the kitchen. There was not
12 anyway to really have anything in the kitchen. I even had a
13 mini refrigerator that a friend had loaned me in my bedroom and
14 was eating out and that type of thing while this was going on.

15 Q What things did Greg get accomplished there at the
16 start of his performance under the contract?

17 A A lot of what he did was the demolition at first and
18 then at a certain time through there he started working on the
19 flooring and so they -- him and his brother and his brother's
20 crew came in and demoed the floor in the kitchen and they -- I
21 believe they had to take -- I think all of the other wood floor
22 had already been taken up and there was a sunken living room
23 that had been raised but I believe it had to be finished as far
24 as the sub-floor and all of that, and they finished that. And
25 then they started laying the new wood floor in the house during

1 that time. His brother actually did that. Him and his crew did
2 more of what I would call the construction work, where Greg was
3 more the demolition work.

4 Q And at this point as the work started had you had any
5 reason to check up on his representations to you about his
6 licensing and about whether the permits had been upgraded or
7 revised?

8 A No. At that time I took him at his word and his --
9 that he had it taken care of. That he was speaking with the
10 city. I questioned about the permits that needed to be
11 completed by the subs that I had hired because he came in kind
12 of midway through that first phase of the work. And he said
13 that his crews were so busy, his other crew, his other subs that
14 he used, that he may use those subs. So he didn't want to close
15 out those permits until he was decided upon, at the time he
16 needed that type of trade, who exactly he would use to do that
17 work.

18 Q If I understand correctly, whether he would use the
19 subs you had originally started with or whether he would get new
20 subs?

21 A Right. It was TBD.

22 Q Did he give you any indication of whether he had other
23 construction projects going on at the time?

24 A He did. He said that he had worked for his brother.
25 His brother's construction company. His brother had a different

1 name, LLC, and he was -- I believe it was an LLC. I don't
2 remember exactly. And that his brother had done a lot of
3 construction work and that he worked with him on building
4 houses, remodeling houses -- that type of thing -- in and around
5 York County and that he had also worked for his father. His
6 father had lived in York County and been a contractor in York
7 County and had moved to the coast of North Carolina and had been
8 a contractor at the coast of North Carolina and he had worked
9 with him.

10 Q And how about at the time -- the time he was working
11 under the contract with you, did he indicate whether he had
12 other projects going on then?

13 A Yes, ma'am. That's the reason he gave for why he
14 wasn't at the job site for days or weeks at a time. That he had
15 to manage and balance all the other jobs that he had going on
16 and that he was finishing up projects and starting projects
17 during the time he was remodeling my home.

18 Q And what happened with the progress of the job? Did
19 you observe progress? Did you have any concerns?

20 A At first, you know, it seemed legitimate as far as to
21 do the demolition and that type of thing and then he had to wait
22 on materials to be delivered and then when his brother Steve
23 came in, Steve came in and came in with a crew and they were
24 really the ones -- the main ones that did actual construction,
25 not destruction. So Steve and crew came in and ripped up the

1 floor and put down all or most of the wood floor. Steve and his
2 crew are the ones that put the windows in. They demoed the
3 master bathroom. And Steve is the one who put up the ledger
4 board for the deck to be attached to the house and things like
5 that. And then they had started with the front porch and they
6 had put up -- I believe Greg is the one who put up the wood
7 ceiling to the front porch. And then he had taken the old
8 columns off the front porch and put supporting posts there
9 because the columns that were there were not sufficient and they
10 needed more support so he put them up.

11 Q How far into the ninety-day's construction, projected
12 construction time was this stuff happening. What months?

13 A I would say that a lot of the demolition happened first
14 in July, and then as the materials started to be delivered I
15 believe Steve was there July and a lot of August. And so July
16 and August the things that I mentioned were when that occurred.
17 And then of course there was still more demolition. And then
18 Greg and his crew did set the posts for the deck and then Greg
19 and his crew laid the floor, the deck floor. And the back of my
20 house is up off -- it's a crawl space and it's up off of the
21 ground. So when he put that deck flooring down he didn't cut
22 the boards off. The boards were too long and there was no steps
23 or anything like that put there so it caused the back of my
24 house to get out into my back yard and all to be where it
25 couldn't be used. If you will.

1 Q And after your down payment, your \$24,000 and change
2 down payment to Greg, what was your contract agreement about
3 paying the rest of the money?

4 A I believe in the contract Lucy, on page three, there's
5 a payment plan and that was what we agreed to.

6 Q And was that based on completion of different phases?

7 A Yes, ma'am.

8 Q What happened with those payments?

9 A Greg fell behind in achieving these milestones and he
10 came and said basically that in order for him to continue the
11 work that he needed the money earlier than what we had agreed to
12 because he needed it to buy more materials and that -- and so
13 during that time when the demolition was happening and the --
14 you know, some of that construction was going on, I felt for
15 that first installment that there was enough that had been going
16 on for the second installment. That I went ahead and advanced
17 that to him before that work was actually completed.

18 Q Did you pay him in checks each time you paid him?

19 A Yes, ma'am, I did.

20 Q Would you look at exhibit three and tell us if those
21 are accurate copies of the checks you wrote to Greg?

22 A Yes, these are copies of the checks.

23 Q Now, after the first two checks for the down-posit, did
24 you give him another \$3,500 in July?

25 A Correct. Yes, I did.

1 Q Was it due at that time?

2 A That one was because that \$3,500 was for that change
3 order for them to tear up the kitchen floor and then lay that
4 wood and that's at the time that Steve and his crew were there.
5 And so that 3,500 at that point I did agree verbally to give him
6 that check in order to get that work done.

7 Q Did you give another \$15,000 around August 11, 2017?

8 A I did.

9 Q Why?

10 A He said that he needed -- again, he needed the money
11 for materials.

12 MR. BENSON: Objection. Who said?

13 THE WITNESS: Greg. Greg said.

14 MR. BENSON: Thank you.

15 A That the 15,000 that he needed that money at that time
16 to continue the work.

17 Q Was that \$15,000 due yet under the contract?

18 A No, ma'am, it was not.

19 Q Did you have any concerns at that time, that is in the
20 middle of the August when you gave him this 15,000 about the
21 progress of the work?

22 A Yes, ma'am, I did.

23 Q What were those concerns?

24 A I could just tell that the work was not -- in other
25 words he was suppose to have been done with everything within

1 ninety days and I just got the feeling because a lot of
2 demolition had been done but not a lot of construction had been
3 done. I just got the feeling that I was advancing money a lot
4 more than he was doing work.

5 Q Why did you give it to him?

6 A Because in retrospect I believe that -- you know, the
7 only thing that I can control because I was living in a
8 construction zone and I very much wanted my house to be
9 completed, and the only thing that I could really control was
10 the money flow and I kept thinking if I just give him the money
11 he will get the job done.

12 Q How would you characterize Greg Childers in terms of
13 his ability to persuade?

14 A He is extremely charismatic. He's an extremely
15 intelligent man. He, I think, has been around the construction
16 business for a long time and I think that he knows exactly what
17 to say in order to give a person, give me the confidence when I
18 would lose trust to build that trust back and you really -- he
19 has a lot of likability and you really want to believe in him
20 and you really want to believe that he is going to do what he
21 says he is going to do.

22 Q On September 15th of '17 approximately two weeks before
23 the job was suppose to be finished, did you give him the final
24 \$9,250?

25 A I did.

1 Q Why?

2 A Because I knew after the -- what I talked about is the
3 main things of the construction that was done, Greg increasingly
4 -- there were longer periods of time where he wasn't showing up
5 and he was saying he wasn't showing up because he had to do
6 other jobs in order to be able to have the money to do my job.

7 Q Was that happening in September?

8 A It was.

9 Q Had it been happening any in August?

10 A It did where he wasn't there but see because he --
11 because Steve was there, you know, doing the construction pieces
12 of it it wasn't as noticeable because he was managing getting
13 the work done. The part where when Steve -- when Steve stopped
14 showing up to the job site is when it became more and more
15 increasingly noticeable that Greg was more and more tardy. Not
16 showing up for weeks at a time and that type of thing. And I
17 knew that the work had to be done by the end of September. I
18 was getting ready to go out of the country for a period of time
19 and I was very concerned that the work had stopped and I gave
20 him the last installment again because that's what I could
21 control and I thought if I just give him the money he will get
22 work done.

23 MS. MCDOWD: Your Honor, we submit exhibit three,
24 copies of the canceled checks into evidence.

25 THE COURT: Any objection?

1 MR. BOYD: No.

2 MR. BENSON: No objection.

3 THE COURT: In evidence without objection, exhibit
4 three.

5 (WHEREUPON, exhibit three was entered into
6 evidence.)

7 Q About the middle of September 2017 he was paid out of
8 the job, right?

9 A Yes, he was.

10 Q What was your experience with his progress after that?

11 MR. BENSON: Can I ask for a clarification. He is
12 who?

13 MS. MCDOW: I'm asking her about Greg Childers.

14 MR. BENSON: When you said, he was paid up that is
15 Greg Childers was paid up?

16 THE COURT: That is more cross examination.

17 MR. BENSON: That's just a pronoun. I just wanted
18 to make sure.

19 A Well, sometimes I'm looking through the checks, Lucy,
20 and I notice that sometimes the checks are written to Greg
21 Childers and sometimes the check are written to GSC Construction
22 Incorporated.

23 Q Those all went to Greg Childers, correct?

24 A Directly in his hand.

25 Q And your contract was personally with Greg Childers,

1 wasn't it?

2 A That is correct, yes.

3 Q What happened with the progress of the work and your
4 communications with Greg September and later?

5 A He completely -- he really -- there was nothing else
6 that productively happened after that time. He did have a
7 painter to show up a couple of days and she basically ruined the
8 wood ceiling that was put on the front porch. I believe he
9 actually he had started with one crew of painters and then went
10 to another person and by the end the ceiling on the front porch
11 was not stained. It was suppose to be stained. Stained wood.
12 And it was not finished. The staining wasn't finished and it
13 was three different colors of stain.

14 Q Were you seeing Greg on the job much during this time?

15 A No. That person would show up and while I was out of
16 town I was out for two weeks in October so it had already gone
17 past the due date of when it should have been completed. And I
18 would continue to talk to him about, look Greg, there's a lot of
19 work that has to be done here. And he kept saying, ah, this not
20 but like three on four weeks, you know.

21 Q Sorry, to back you up just a second. Before you went
22 out of town, was that on business?

23 A No, that was actually a personal trip.

24 Q Was that for two weeks?

25 A Yes, ma'am, that was for two weeks.

1 Q Did you tell Greg you were going to be out of town for
2 that two weeks?

3 A I did.

4 Q And what was his response?

5 A His response was that while I was out town for those
6 two weeks he would be there every day and when I came back that
7 I would see that a lot had gotten done and that he would get it
8 done by the end of October.

9 Q When you came back from your two weeks gone what had
10 been done?

11 A Nothing except for the painter had showed up one day.
12 My mother lives in North Carolina and so I had her come down and
13 stay.

14 Q Just your observation when you left and when you came
15 back.

16 A Right.

17 Q What had been done?

18 A Right. The only thing that had happened was that the
19 painter had come into the house and painted a wall that didn't
20 need to be painted and that was it.

21 Q Were you contacting Greg at all from mid-September on
22 about why the work wasn't getting done?

23 A Yes.

24 Q And was he responsive?

25 A Sometimes. He became more and more non-responsive.

1 Communications, the combination of text messages and phone calls
2 and voice messages and things of that nature.

3 Q Would you look at exhibit four in front of you and does
4 that represent printouts of text messages between you and Greg
5 Childers?

6 A Yes, ma'am, it does.

7 Q The first one. Do you see the first one. What's the
8 date of that first set of text messages?

9 A The first date I see on page one is Wednesday,
10 September 20, 2017.

11 Q And what was the message exchange with Greg that day?

12 A "What happened to you today? Greg, what's going on?
13 And then he said, "Be back in a minute." And I said, "You know
14 I knew you would get lost" -- and what I was doing here it looks
15 like is sending him -- we were talking about the shutters and
16 things of that nature and sending him kind of what I wanted as
17 far as the shutters and so the next page, not this color, but
18 this style with the black hardware and style like this for the
19 door and that type of thing.

20 Q Looking on the third page of that exhibit, did you text
21 him "Hi. Are you all coming back?"

22 A Yes.

23 Q Did he respond, "No, not today."?

24 A Yes, he did.

25 Q Did you text him how about tomorrow?

1 A Yes.

2 Q Looking to the fourth page of that exhibit. Did you
3 text Greg, "No one was there today."?

4 A Yes.

5 Q Did you text him, "Just FYI, they never showed back
6 up."?

7 A Yes.

8 Q On the next page did you text Greg, "Greg, how is the
9 house coming this week? How much more will there be?"?

10 A Yes.

11 Q Did you text him when you got back and say, "Greg I'm
12 back home and very stunned at the lack of progress on the house.
13 You said you would be completed given the extra two weeks in
14 October. There's been no progress at all." Did you text him
15 that?

16 A I did.

17 Q And his response on the next page to that was what?

18 A "Painter will be there at 7:30 tomorrow morning. An
19 electrician will be there Saturday eight a.m. Plumber will be
20 there at the end of week. Have not given me a day or time.
21 Should know tomorrow. Hardwood floor guy is coming first of
22 next week and brick mason is coming at the end of this week,
23 Thursday or Friday.

24 Q And did you text him later in October, "Greg, I waited
25 at the house until eight a.m no one showed up. I contacted

1 Marty. He said if someone calls to let him know they need
2 access to the garage or house. He'll go to let them inside."?

3 A Yes.

4 Q And did you text him again, "Greg, painter hasn't shown
5 up. I waited on your call yesterday."

6 A Yes.

7 Q And the next page, did you text Greg "Do you know when
8 the new guy will be here?"?

9 A Yes.

10 Q And going to two pages from that. Did you text Greg on
11 October 23rd, "Greg, since you did not show up on Sunday and did
12 not respond to our text nor returned Julio's call we can only
13 assume something major was going on with you. However,
14 communications continue to be a major issue so I am putting into
15 writing my understanding of what you have committed to
16 verbally." Did you send that text?

17 A Yes.

18 Q Did he send you any text contradicting your
19 understanding?

20 A No.

21 Q Did you text him two days later and say, "Greg, what's
22 the deal? Once again, no one shows up to work on Kim's house."?

23 A That was not my text. This was a group text, Lucy, so
24 that was from Marty.

25 Q And did Marty copy you on that text?

1 A He did, yes.

2 Q Are there other texts in here that go on in the same
3 vein with you trying to get him to show up and do some work or
4 trying to get a response?

5 A Yes, ma'am.

6 Q Were you ever successful?

7 A At one point when I found out that he was not licensed
8 I --

9 Q How did that come about?

10 A Well, what had happened was that him not showing up and
11 everything. I mean, I just -- it was extremely hard
12 emotionally, mentally, to give up as far as -- and realize that
13 I had basically lost \$52,000. I was in a house. I was
14 concerned about my safety. There was not a lot between me and
15 the outdoors and I was at a place where my money was all gone
16 and I had to admit to myself that, you know, that I had been
17 taken which is a very hard thing. It was a very hard thing for
18 me from the human perceptive. And then I had to admit to myself
19 that money was just going to be gone. And when all of this
20 started happening where he wasn't showing up and he had all the
21 money I was like, you know, something is just not right here.
22 And so, I contacted the City of Rock Hill, the office for the
23 permits and talked to them because he had been telling me he was
24 going by to get permits. He had been telling me all along that
25 was his job as the contractor. To manage the permits. To get

1 the permits. To work with the city. To get the city to do the
2 inspection. That he had a great relationship with the city.
3 That the city knew him. That he was speaking with them all
4 along. That they knew what was going on. So, when I realized
5 that this was not on the up and up, so to speak, I started doing
6 more digging and I called the city and asked them if he had come
7 in. If he was in the process of getting his permits and had he
8 been talking to them at that time.

9 Q Without telling us what the city people said to you --

10 A Right.

11 Q -- were you able to confirm through the city that he
12 had a license?

13 A I was not.

14 Q Were you able to confirm through the city whether he or
15 any of his subs had gotten permits?

16 A I was not.

17 Q What did you do as a result? Did you confront Greg
18 Childers with the information?

19 A I did.

20 Q And what was his response or responses?

21 A He -- I believe he said he was working on -- he would
22 go by the city. He was working with the city and then I had
23 asked him what his license number was; his contractor's license
24 number in the State of South Carolina and he provided that
25 information.

1 Q Does that appear in these texts between you and Greg?

2 A Yes, ma'am.

3 Q Did you text him and say, "Greg, what is your license
4 number?"?

5 A Yes, I did.

6 Q And did he text you in response and give you this
7 number 81-52202?

8 A Yes, he did.

9 Q Did that turn out to be a valid license number for
10 anything?

11 A No, ma'am, it did not.

12 Q So what was Greg telling you after you told him that
13 you couldn't confirm his license and that he had done no
14 permitting?

15 A He told me that he was actually in the process of
16 getting his license and that one of the hold-ups was that his
17 brother Steve had to do a letter of recommendation for him to
18 get his license because Steve is a licensed contractor or was a
19 licensed contractor in the State of South Carolina and that
20 Steve was holding up him, that particular recommendation for him
21 to get his license, and that what he would do would be have
22 Steve go and get the permits and Steve then would be the
23 contractor on record to finish out the job.

24 Q And do those communications by Greg all appear in these
25 text messages in exhibit four?

1 A Yes, ma'am, in some form or the other.

2 Q Did you try to confirm that -- well, how long did this
3 go on when he was telling you that Steve was going to be getting
4 the permit or he would be getting it under Steve's license?

5 A It seemed -- if I remember, Lucy, it seemed to go on
6 for several weeks. There was always something that came up.
7 And again, this is Greg. Steve was unable to -- he was on a job
8 or he was working and he was unable to make it by the city or
9 Greg called the city and talked to the city and he told the city
10 what he was working towards to get all the information together.
11 That he needed all this information to go in and get the
12 permits. So he was working toward that and the city said that
13 they would work with him to get the permits and all of this
14 stuff. And then of course he -- the impression he gave me was
15 him and Steve were working with the city to get the permits so
16 then he would be able to come back and finish the work.

17 Q And in the meantime was any work being done?

18 A No.

19 Q Did anything happen with the project as a result of
20 your contact with the city building department?

21 A Yes. I spoke directly -- I had been working with the
22 staff in the department and I called and spoke directly to Mike
23 Nugent who I believe was the director of that department.

24 Q Let me go back a step. When you say you had been
25 working, how long had it been since you had been working with

1 them?

2 A Through the process of phase one I had talked with them
3 of course.

4 Q Did you have any discussions with them about permitting
5 after Greg took over?

6 A I did. When I realized during this time period -- see
7 I didn't know that I could go on line and confirm licensing. So
8 the way I found out about the license number and everything was
9 by speaking with the people at the city.

10 Q Was that your first contact with the city after you had
11 turned the job over to Greg?

12 A At my recollection, Lucy, those conversations with the
13 city at that point that was my first conversations back with
14 them once I started suspecting that he wasn't who he said he
15 was.

16 Q So was this roughly October, November of 2017?

17 A Yes, ma'am.

18 Q As a result of that did the city do anything about the
19 construction?

20 A They did because Mike Nugent allowed this to go on for
21 several weeks as far as -- I was in proactive contact with them.
22 Asking them has Greg come in. What's the status. Has Steve
23 come in. What's the status.

24 I was looking to them to give me guidance as far as what I
25 could do. So I think that went on for several weeks and then

1 Mike Nugent basically when I contacted him toward the end of
2 this basically said look --

3 Mr. Boyd: Your Honor, I would object to what
4 Mike Nugent said as hearsay.

5 THE COURT: Objection is sustained.

6 Q As a result of your discussion with Mr. Nugent did the
7 city issue a stop work order on the project?

8 A That it correct, they did.

9 Q Were you legally able to continue after that happened?

10 A No, ma'am, I was not.

11 Q And was that the result of your direct contact with the
12 city?

13 A Yes, ma'am.

14 Q Not any contact of Greg's but you?

15 A That is correct.

16 Q Were you the who informed the city that --

17 Q Yes, ma'am, I was the one that informed the city. I'm
18 the one that was trying to get the city to help me right what I
19 recognized was a deception, if you will?

20 Q And for roughly what period of time did this go on with
21 you and Greg communicating about Greg supposedly now getting the
22 permit and using Steve's license to do it?

23 A Several weeks. A month. Something like that.

24 Q And those texts are they contained in this exhibit four
25 between you and Greg?

1 A Yes, ma'am, some of them are. There was actually two
2 text streams. There was a text stream where it was me and Marty
3 and Greg and then there was a text stream where it was just Greg
4 and I and then there was verbal conversation. But yes, some of
5 that information is contained within this document.

6 Q And what ultimately happened with that? Did Greg get a
7 permit?

8 A No, he did not.

9 Q Did Greg get a license?

10 A As far as I know he never did.

11 Q What happened with his work on the project?

12 A It completely stopped. It really had never -- there
13 was really never any work done on the project by him after I
14 gave him that last check in September. The only other thing is
15 was that thing you see here about that painter showing up. But
16 other than that all of the -- everything was left as though it
17 was kind of like a ghost town. You know, people were there one
18 minute and gone the next and there was this disarray everywhere
19 around my house and it stayed that way until I hired somebody
20 else.

21 MS. MCDOW: Your Honor, I submit exhibit four into
22 evidence, copies of text between Miss Condra and Greg
23 Childers.

24 THE COURT: Any objection, counsel, exhibit four
25 of the text messages?

1 THE COURT: I will overrule the objection.

2 MR. BOYD: That's all the objections I have for
3 that document.

4 THE COURT: Subject to the court's rulings
5 excluding a couple of text messages the exhibit is
6 entered into evidence.

7 (Whereupon, Plaintiff's Exhibit 4 received in
8 evidence.)

9 Q Miss Condra, I apologize if I already asked you this,
10 but did Greg Childers ever get a license or permit?

11 A No, ma'am.

12 Q Did he ever come back and attempt to do any more work?

13 A No, ma'am.

14 Q Effectively, when was the last time any work of
15 substance was done by him and his subs?

16 A I would say, August. August into September,
17 mid-September 2017.

18 Q So this goes through October and November when you are
19 trying to get him to come finish the work and then finding out
20 that he's --

21 A Yes, ma'am.

22 Q Did you ask him for a refund of your money?

23 A Yes, ma'am.

24 Q Looking again as exhibit four, which we have marked as
25 page 45. It's about the fourth page from the end.

1 A I think I'm there Lucy.

2 Q Did you tell Greg by text, "Greg, I need my money
3 refunded. I must have my home repaid ASAP. The end of month is
4 this week. You said you could have 20,000 to me by the end of
5 the month. I can meet you on Friday to collect. What times are
6 you available?" Did you send that?

7 A Yes.

8 Q Had he told you that he would refund \$20,000?

9 A Yes.

10 Q Did he ever do that?

11 A No, ma'am.

12 Q Did you send him a text on the next page saying, "I
13 need to know what you want to do with the materials purchased".
14 Excuse me. Did he send you a text saying, "I need to know what
15 you want to do with the materials purchased for your project and
16 I need a time to come by and pick up my tools that are at your
17 property. This is my second and final request for --

18 A Yes, he did text that.

19 Q Now, during this time did you receive any sort of
20 communication from Carter Lumber?

21 A Yes, ma'am.

22 Q What did you receive?

23 A I received a certified letter in my mailbox that Carter
24 Lumber had placed a lien against my home for approximately
25 \$14,000.

1 Q Would you look at exhibit five and tell us if that is
2 an accurate copy of the letter and the envelope?

3 A Yes.

4 Q And was that actually filed as a notice of a mechanics
5 lien against you?

6 A Yes, ma'am.

7 MS. MCDOWD: Your Honor, we introduce exhibit five
8 please.

9 THE COURT: Any objection.

10 MR. BOYD: No objection.

11 MR. BENSON: No objection.

12 THE COURT: Entered without objection.

13 (Whereupon, Plaintiff's Exhibit 5 was entered into
14 evidence.)

15 Q What was your reaction to finding out there was a lien
16 on your house for that \$14,000?

17 A It just -- I mean, with everything else going on and
18 losing the money -- I mean I was just devastated and shocked. I
19 didn't even realize -- I was like this has got to be a mistake.
20 I don't even know who these people are. And working in
21 financial services, you know, even with a credit card or
22 anything like that, you know, if somebody -- you offer something
23 for collateral you have to sign a lot of documentation saying
24 you are responsible for paying that money back.

25 Q Did you even know what a mechanics lien was?

1 A No, ma'am, and I had no idea what that was and I had no
2 idea what they were talking about.

3 Q And on the last page back on exhibit four, did you text
4 Greg and say, "First I need confirmation that Carter Lumber has
5 been paid in full \$16,700 for all the materials you purchased
6 under my name. Second, I need confirmation that Carter Lumber
7 has removed all liens from my home. Third, I need a detailed
8 accounting of all materials you say you had purchased for my
9 home." Did you send that text on December 7th?

10 A Yes, ma'am.

11 Q Would you read us Mr. Childers response?

12 A "FYI. You don't get materials at cost. There's a
13 contractor's markup that you will be charged for. Thanks. I'll
14 get the final invoice to you shortly."

15 Q Did you ever get a final invoice?

16 A No.

17 Q Did you ever get a \$20,000 response?

18 A No, ma'am.

19 Q Did the Carters Lumber lien get paid at any point?

20 A I believe Lucy that at the time we met and our
21 relationship started I believe you -- through helping me through
22 that -- found out that number one, you worked with them to get
23 the lien release against my home. You sent them a letter.
24 Number two, I believe you discovered that it had eventually been
25 -- that money had eventually been satisfied to them.

1 Q And did you have to pay me legal fees of \$112 to handle
2 that lien problem?

3 A Yes, ma'am.

4 Q Was that lien based on purchases that Greg Childers had
5 made from Carter Lumber for your house?

6 A Yes, ma'am. I believe we had gone through the
7 inventory list. I believe the majority of the materials listed
8 for what he said was for my home.

9 Q Did you start --

10 THE COURT: Let me go back to your previous
11 question. Did you say that the legal expenses were
12 \$112?

13 MS. MCDOWD: Yes.

14 THE COURT: That was just for the lien?

15 MS. MCDOWD: Yes, sir.

16 THE COURT: Thank you.

17 Q Was there still a porta john at your house that Greg
18 had put there?

19 A Yes, ma'am.

20 Q Was there still a dumpster there that he had put there?

21 A Yes, ma'am.

22 Q Did you have to call the suppliers to get those removed
23 from your home?

24 A Yes, ma'am.

25 Q Did you get any calls from any unpaid suppliers?

1 A Yes, ma'am.

2 Q And what happened after that? The job -- after the job
3 is shut down, Greg is not getting a permit. Did anybody -- did
4 Steve ever get a permit?

5 A No.

6 Q Did you try contacting Steve?

7 A Yes, ma'am.

8 Q Did he return your calls?

9 A No, ma'am.

10 Q What happened after that with your projects?

11 A Well, I had to get my home fixed. I mean there was
12 just no choice the way it was left. It was unlivable. It was
13 un-sellable. And so, I -- I went and figured out a way to gain
14 additional money and I went and I searched for a licensed
15 contractor to come and finish my -- to finish the remodel of my
16 home to what I could afford.

17 Q At that time when you were searching for a licensed
18 builder was your project still shut down by the city?

19 A Yes, ma'am.

20 Q And did you find a licensed builder to do the rest of
21 the remodeling?

22 A Yes, ma'am, I did.

23 Q Did that include repairs of any of the work done by the
24 Childers?

25 A Yes, ma'am.

1 Q Who was that person?

2 A Gary Shamp.

3 Q Was he with Garver Homes?

4 A Yes, ma'am.

5 Q Was he a licensed general contractor?

6 A Yes, ma'am, I believe he has his license both in
7 commercial and residential construction.

8 Q And did Gary Shamp look at the house and give you
9 amounts to correct and finish the work?

10 A Yes, ma'am.

11 Q What was roughly his original price for doing
12 everything to finish the remodeling according go to the plans?

13 A With him coming in and repairing a lot of the work, a
14 lot of things that had been done to the house and him finishing
15 out the scope of work, I believe that was approximately 92,000.

16 Q Would you look at exhibit six and tell us if that is an
17 accurate copy of the pricing and itemization Mr. Shamp gave you
18 to complete and finish the work?

19 A Yes, ma'am.

20 Q And that total estimate was \$90,465 is that right?

21 A Yes, ma'am.

22 Q And was this given to you by Mr. Shamp?

23 A Yes, ma'am.

24 MS. MCDOWD: Your Honor, we submit that as exhibit
25 six. Mr. Shamp will also be testifying later.

1 THE COURT: Any objection?

2 MR. BOYD: No, sir.

3 MR. BENSON: No.

4 THE COURT: In evidence without objection.

5 (Whereupon, Plaintiff's Exhibit 6 was received in
6 evidence.)

7 A Miss Condra, could you afford that?

8 A No, ma'am.

9 Q What did you do as a result of not being able to afford
10 that?

11 A I talked with Gary and he recommended, you know, of
12 course fixing everything to get the main part of the house
13 liveable. And really the one full bath that I had that really
14 needed to be updated he recommended not touching it and then of
15 course the master bath that had been gutted that would have been
16 a large chunk of money, about \$30,000. He recommended just
17 getting that situated.

18 Where the closet that we made, the way it was originally
19 planned was you go through the master to the closet. So he
20 recommended just making kind of hallway in the master to the
21 closet so I would have a finished kind of hallway to my closet,
22 but I would not have a master bathroom. So my master bathroom
23 -- what was my master bathroom is still pretty much a walkway,
24 if you will, to my closet or part of my closet.

25 Q To save money you gave up the entire master bathroom?

1 A The entire master bathroom.

2 Q Did you give up doing anything to the hall bathroom?

3 A Yes, ma'am.

4 Q So it was left as is?

5 A Yes, ma'am.

6 Q And by doing those were there other things that you had
7 to compromise on to get the price down?

8 A Yes, ma'am.

9 Q After agreeing or making those decisions about
10 compromises, what did Mr. Shamp give you as the price for the
11 compromised work?

12 A Lucy, I believe it was approximately \$52,000.
13 Something like that I think.

14 Q Would you look at exhibit seven. Is that -- the first
15 two pages of that is that the estimate he gave you of the
16 compromised work?

17 A Yes.

18 Q What was that price?

19 A It's \$50,945.

20 Q Looking at the last pages of that exhibit marked as
21 seven, do those pages reflect the actual work, the compromised
22 work he did?

23 A Yes, ma'am.

24 Q And did that end totaling about \$54,000?

25 A It did. I'm looking for that number. I don't see the

1 the number, Lucy, that 54.

2 Q Is that approximately right what you ended up paying?

3 A Yes, ma'am.

4 MS. MCDOWN: Your Honor, we submit that as exhibit
5 seven.

6 THE COURT: Any objection?

7 MR. BENSON: No objection.

8 THE COURT: Mr. Boyd?

9 MR. BOYD: No, objection.

10 THE COURT: In evidence without objection.

11 (Whereupon, Plaintiff's Exhibit 7 was received in
12 evidence.)

13 Q Was there -- on a minor note -- was there some problem
14 with Greg getting back his tools after he no longer worked on
15 the project?

16 A Yes, ma'am.

17 Q Very briefly what happened with that?

18 A Like I said when he left the job site and it was a
19 construction zone, there was different tools and things strewn
20 all over my property. Back yard things were just left laying.
21 Inside things were just left laying. Kind of like, you know,
22 people just kind of left and were going to come back the next
23 day for work. There was stuff in the front of the house. All
24 over my home. And what had happened is I had had hired Gary at
25 that point and he was working on getting his permits and all of

1 that. And he had started work but I had left all those -- I had
2 kind of just left everything where it was. So I was at work, in
3 Charlotte, downtown Charlotte in a meeting and and I got a call
4 from a police officer being very insistent.

5 Q Don't tell us about anything the police officer said.

6 A Okay.

7 Q Can you very briefly summarize basically what had
8 happened?

9 A Basically what had happened is Greg Childers attempted
10 to come on my property without notice.

11 Q To get his tools?

12 A To get his tools. And for him to have done that he
13 would have had to gone all through my house, all around my
14 house.

15 Q Did you allow that?

16 A No, ma'am, I did not.

17 Q Did you arrange ultimately to gather his tools, put
18 them under a tarp and have him pick them up?

19 A That is correct.

20 Q And did you require him to be accompanied by a police
21 officer?

22 A Yes, ma'am, we did.

23 Q Is everything returned to Greg that you know of?

24 A Everything was returned, yes, ma'am.

25 Q I left out a step. I just need to go back. One thing,

1 did Gary Shamp get and his subs get the necessary permits from
2 the city to restart and finish your project?

3 A Yes, ma'am. The city actually came out and inspected
4 the job with him and then he worked with the city. I did not
5 have to have contact with the city again directly. And he
6 worked with them to get the job reopened and to get all the
7 necessary permits and to get all the necessary inspections when
8 the work was completed.

9 Q Would you look at what's been marked an exhibit eight
10 up there. Does that accurately reflect the permit he got and
11 the inspections?

12 A Yes, ma'am.

13 Q The description -- is the description in that accurate
14 as to generally what he had to do to finish the job?

15 A Give me just a minute, Lucy, to read that real quickly
16 to refresh my memory.

17 Yes, that's a good summary.

18 Q And is that accurate that the certificate of occupancy
19 was issued for that work on March 20th of 2018?

20 A Yes, ma'am.

21 Q So it had taken approximately how many extra months to
22 get your project finished beyond September?

23 A Six months.

24 MS. MCDOWD: We submit that as exhibit eight, Your
25 Honor.

1 MR. BOYD: No objection.

2 MR. BENSON: No objection.

3 THE COURT: In evidence without objection.

4 (Whereupon, Plaintiff's Exhibit 8 was received in
5 evidence as of this date.)

6 Q Miss Condra, when your project went south, did you file
7 any complaint?

8 A Yes, I did.

9 Q Did you file one with the Residential Builders
10 Commission?

11 A Yes, ma'am, I did.

12 Q What did the commission do? Did you file a complaint
13 as to both Greg and Steve Childers?

14 A Yes, ma'am, I did.

15 Q What did RBC or the SCLLR do ultimately in response to
16 that complaint?

17 A They investigated and they found both individuals --

18 MR. BENSON: Objection as to what they found.

19 MR. BOYD: Same objection, Your Honor.

20 MS. MCDOW: I'll rephrase.

21 THE COURT: Okay.

22 Q Miss Condra, as a result of your complaint did the
23 SCLLR on behalf of the RBC sanction a fine?

24 MR. BENSON: That's a leading question, Your
25 Honor.

1 THE COURT: I will sustain the objection.

2 Q Miss Condra, as a result of your complaint what did the
3 regulatory agency do with regard to Greg and Steve Childers?

4 A They sent me a letter --

5 MR. BOYD: Your Honor, I would object to that on
6 the grounds --

7 THE COURT: Hold on.

8 MR. BOYD: That's another finding outside of the
9 scope of the Court. It's not res judicata. It's not
10 binding on this Court. I don't think it's relevant to
11 this cause of action.

12 MS. MCDOW: Your Honor, the fact that -- and I
13 don't have to put this in through Miss Condra. These
14 sanctions and injunctions and fines have both been
15 admitted by the Childers in response to requests for
16 admissions. So they are in evidence. I don't have to
17 put them in through her. But they are directly
18 relevant because they constitute admissions of guilt
19 by each of them of the charges brought against them.
20 The charge against Greg Childers --

21 THE COURT: Mr. Boyd, just said it was not res
22 judicata. Is your argument that it is. It is
23 binding on the Court the determination of the
24 Residential Building Commission?

25 MS. MCDOW: Yes, sir. And in fact the citation

1 itself which will come into evidence says if you don't
2 ask for a review of this after this discipline is
3 imposed or you don't appeal it, it is an order of the
4 RBC. And neither one of them -- both of them paid the
5 fine. That would be the testimony and accepted the
6 punishment.

7 THE COURT: Given it's a bench trial I will allow
8 her to testify if she knows as to what the action of
9 the Residential Builder Commission was. I am not
10 ruling right now on the legal effect of those orders.

11 Q Miss Condra, as a result of your complaint against the
12 Childers brothers to the RBC was there any action taken against
13 them by the RBC?

14 A Yes, I received a letter that because it was my
15 complaint that stated --

16 Q What action was taken? You don't need to go into the
17 details of the letter.

18 A The action was they were both fined \$500.

19 Q And what was Greg Childers fined for having done?

20 A The details of it I don't recall the full thing, but
21 basically taking on --

22 MR. BENSON: I don't think -- she just said she
23 doesn't know and now for her to --

24 MS. MCDOWD: No, she said --

25 THE COURT: Hold on. Mr. Benson, go ahead.

1 correct, the only thing he was fined for was
2 unlicensed practice of residential building; is that
3 correct?

4 MS. MCDOWD: Yes.

5 THE COURT: Okay. So is your argument that issue
6 is res judicata is that he was unlicensed?

7 MS. MCDOWD: That will ultimately, yes. But for
8 now it's simply that these are relevant and they go to
9 support our case to show that whatever the standard of
10 proof and whatever the consequences that each of them
11 have admitted in another forum that they did these
12 things.

13 THE COURT: Well, he's admitted he is unlicensed.
14 That's what this says. He admitted he is unlicensed.

15 MS. MCDOWD: Yes, and for the project at 1497.

16 THE COURT: Right. So Mr. Boyd, Gregory is your
17 client. Do you contest that he was unlicensed?

18 MR. BOYD: No, sir.

19 THE COURT: Okay. So that's not at issue.

20 So I'll admit it with regard to Gregory Childers.
21 He admits he was unlicensed. So it's a finding that
22 he was unlicensed. So I'll admit that.

23 With regard to Jeffrey Childers, the copies I have
24 don't say anything. It just says there's a \$500
25 penalty at the bottom and it says aiding or abetting a

1 extent she knows what she believes happened.

2 (WHEREUPON, Plaintiff's exhibit 11 was received in
3 evidence as of this date.)

4 Q Miss Condra, what, to the best of your knowledge, as a
5 result happened to Steve Childers as a result of your complaint
6 to the RBC?

7 MR. BENSON: Again, she's not a party to any of
8 it. How can she testify to what happened to someone
9 else. She doesn't work for LLRC. She doesn't know
10 what the administrative agency did towards him.

11 THE COURT: Mr. Benson, I am going to allow it.
12 You certainly can cross examine her as to dates. If
13 she knows or what she believes she knows what they
14 did. I will allow her to testify.

15 MR. BENSON: Thank you, Your Honor.

16 Q Did the LLC, LLR communicate to you the result of your
17 complaint?

18 A Yes.

19 Q And in regards to Steve Childers what was that result?

20 A Steve Childers was fined \$500. He was fined for aiding
21 and abetting Greg Childers.

22 Q Has Mr. Greg Childers ever refunded you any money?

23 A No, ma'am.

24 Q And you testified that to fix and complete the full
25 contract work would have cost you approximately \$90,465 is that

1 right?

2 A Yes, ma'am.

3 Q Did you have to also spend \$112 in legal fees to deal
4 with Carter Lumber?

5 A Yes, ma'am.

6 Q What kind of -- was your house in any kind of disarray
7 from October through April; October 2017 through April of 2018?

8 A Yes, ma'am.

9 Q Did that reduce the value of the home to you?

10 A Yes, ma'am.

11 Q Would the home have been rentable in the condition it
12 was in during that time?

13 A No, ma'am.

14 MR. BENSON: She is asking leading questions. She
15 is asking questions about the value of this real
16 estate that I don't believe this woman is qualified.

17 MR. BOYD: Same objection.

18 THE COURT: I don't think they're leading. I will
19 overrule that objection. Given that she is speaking
20 about her own home. If she was speaking about the
21 market in general or other homes I would sustain the
22 objection. Given she's speaking about her own value
23 of her own home I'm going to allow it subject to cross
24 examination about the basis for her opinion.

25 Q During that six month period that went beyond the 90

1 days Mr. Greg Childers agreed to do his work, what is your
2 personal opinion of the rental value of your home if it had been
3 in a finished condition?

4 MR. BENSON: Objection.

5 MS. MCDOW: Your Honor, she can give her personal
6 opinion.

7 MR. BENSON: Rental value of her home? She's not
8 in the rental business.

9 THE COURT: Mr. Benson, I understand the
10 objection. I will overrule the objection. You're
11 free to cross examine her on the basis of her opinion
12 but she is the homeowner. I will let her testify to
13 what she believes her rental value is.

14 MR. BOYD: For the record the same objection.

15 Q Miss Condra, what do you think your personal opinion of
16 what your homes's rental value was during each of those six
17 months would have been without the construction disarray?

18 A My personal experience of renting property, residential
19 property to live, given where my home is situated the
20 neighborhood, et cetera, I would say that a conservative monthly
21 income from that home would be about \$2,000.

22 Q \$2,000 for what period of time?

23 A Monthly, for that six-month period when I was living in
24 the construction zone of my home.

25 Q And if you can ever --

1 THE COURT: Hold on just one second, Miss McDowd.
2 Miss Condra, let me double check if I'm understanding
3 your testimony. Are you saying what it would have
4 been worth if no work had been done or if the full
5 project revision had been completed? You say it would
6 have been worth \$2,000 a month in what condition?

7 MS. CONDRA: If the home -- if we unmade the bed
8 and went back before construction started.

9 THE COURT: In the condition you bought the home
10 before any work was done you could have rented it for
11 \$2,000 a month?

12 MS. CONDRA: Yes, sir.

13 THE COURT: Thank you, ma'am.

14 Q If you could ever afford for all the remainder of work
15 to be done including creating a master bathroom and updating
16 your hall bathroom would you face any additional construction
17 time?

18 A Yes, ma'am.

19 Q In the work that you asked Greg to do and based on
20 building plans, was there ever anything that you asked to do or
21 that he recommended that he said would cost more than the
22 \$52,000?

23 A No, not professionally. He never provided any type of
24 additional change request or any -- like for example, we never
25 had conversations about he ran into an issue he was un-expecting

1 to run into and he needed to revise the original quote in order
2 to fix something. You know, in a renovation some times you do
3 that. He never communicated to me and I never saw where that
4 happened.

5 Q Were you ever presented with any other change orders or
6 upgrade estimates except for the one for hard-wooding the
7 floors?

8 A No, ma'am.

9 Q Did you every see any proof that Greg had liability
10 insurance that his contract required?

11 A No, ma'am, nothing other than what's stated in the
12 contract.

13 Q Did Greg make reputations to you about his honesty?

14 A Yes, ma'am.

15 Q What did he say?

16 A He said that he was very honest. That his family had a
17 good reputation within the building industry. That he was a
18 christian and that he really lived by christian values and
19 things of that nature.

20 Q Now, let's talk about Steve Childers. What work did
21 you see Steve Childers do when he was there?

22 A Steve came in and really the only construction work,
23 substantial construction work, was done by Steve. And when I
24 say "construction" what I mean by that is, he is the one who
25 laid most of the wood floor. His crew I believe is the one who

1 mainly removed the tile and repaired that floor and laid that
2 wood. He and his crew are the ones that replaced windows, put
3 the windows in. I believe Steve and his crew are the ones that
4 the baseboard and the crown that was installed I believe they
5 did that. Steve is the one that put the ledger board on the
6 house that the deck is to be attached to so it attaches to the
7 house. He is also the one, him and his crew did the masonry
8 work where there was a chimney that was taken out to build that
9 up so there could be a threshold out of the french door onto the
10 deck. And he and his crew also worked on the demolition of the
11 bathroom, the master bathroom. And did some of the work in the
12 bedrooms as far as I think removing some of the paneling, I
13 think, and scraping some of the ceilings.

14 In other words, they were doing a combination of both.
15 Some of the demolition but the substantial amount of the
16 construction that was done was done by Steve and his crew.

17 Q Why do you refer to it as his crew?

18 A The people that Greg had coming in to the home when it
19 was just him were from what I witnessed, were not skilled at
20 carpentry and things of that nature. They were coming in and
21 demoeing things. The skilled people that were utilized for the
22 construction like the floor and the windows and things of that
23 nature, those people came with Steve and they identified
24 themselves as working for Steve. And they're the ones who --
25 that crew of people are the ones who did that type, more of the

1 construction. The productive work in the house.

2 Q And what did you observe -- were you there any when
3 Steve was there with the crew?

4 A Yes, I was.

5 Q About how long was Steve and his crew there?

6 A My estimation is four to six weeks all together. There
7 were days when they would not be there and that type of thing,
8 but I believe it was a period of time of over four to six weeks.
9 Like July. Mid July to mid August. That timeframe.

10 Q What was your observation about -- what did you observe
11 about the chain of command that appeared in the project between
12 the crew and Steve and Steve and Greg?

13 A Well, during the time that Steve was there, Greg was
14 not at the home very often. He may show up for 10 or 15 minutes
15 during the day and they may have, you know, a very brief
16 conversation or something like that. But Steve was basically --
17 from what I witnessed, Steve was basically running the project
18 while he was in my home.

19 Q Did the crew, who was there when Steve was there, to
20 whom did the crew report when Steve and Greg were there?

21 A The crew that came with Steve reported to Steve and my
22 recollection, when Steve permanently left the job site so did
23 the crew that he was running to do the construction.

24 Q Did the people who had appeared to have worked for
25 Steve not come back to work with Greg any longer?

1 A My recollection is no, they did not.

2 Q When is the first time you heard anything about Steve
3 Childers from Greg?

4 A Greg spoke openly about Steve on several occasions just
5 casually about work. You know, when he was talking about his
6 experience that he had worked for his brother. That they had
7 done a lot of jobs together. He talked about a job where he
8 worked for him in Meadow Lakes and he talked about a roof. That
9 they had worked on raising the roof, I think. Something like
10 that. I don't recall the specifics of that job. And that he
11 had worked with Steve on building, I think building maybe some
12 houses and things of that nature. In other words at that time
13 he was giving me his information about his experience and
14 working with him and that Steve had a really good reputation
15 within the construction community and you could check on that
16 and that kind of thing.

17 Q And your contract of course was just with Greg
18 Childers, was it not.

19 A Yes. GSC, yes.

20 Q Observing the way that they worked together and the
21 quantity of work that Steve did, did you reach any conclusion
22 about what their business relationship was?

23 A From what I witnessed --

24 MR. BENSON: She can't testify about her business
25 relationship based on her opinion. There has been no

1 documentation. The contract was with Greg. All the
2 money is paid to Greg. There's nothing in this that
3 she has testified to thus far that talks about any
4 business relationship between the two of them.

5 THE COURT: Well, I think that's the question Miss
6 McDow just asked. I am going to allow the question.
7 I'm not making any ruling on the legal significance of
8 what the witness testifies to but I will allow the
9 question.

10 Q During the work that went on at your house what was
11 your observations about their business relationship, with regard
12 to your house?

13 A Right. My impression and what I -- my impression of
14 what was going on within my house, is that Steve and Greg were
15 partners. Now partners legally. You know, I'm not like a
16 person that can testify to that relationship as far as on paper.
17 But at my home they worked as partners and many times I observed
18 Greg going to Steve for direction and for recommendation about
19 how to address certain parts of the construction. So Steve is
20 the one in my opinion, in my perspective was the one that was
21 really driving the construction crew in my home.

22 Q When Steve was working in your home who was in charge
23 of the project from your observation?

24 A Steve was in charge of the project.

25 Q Now, was Greg often there when Steve was working?

1 A No, he made very sporadic -- he showed up very
2 sporadically, but many times Steve and his crew would be there
3 the majority of all of the days and Greg would not be on the job
4 site.

5 Q Did you talk to Steve at any time when you were there
6 and he was working?

7 A Yes, we were friendly.

8 Q Did you tell him anything about your prior experience
9 of trying to be your own contractor?

10 A Yes, I'm sure I did.

11 Q Did you tell him that your earlier people --

12 MR. BENSON: Objection. She didn't say yes, I
13 did. She said I'm sure I did. So she doesn't know or
14 not.

15 THE WITNESS: Yes, I did. Apologies for the
16 phrasing.

17 MR. BENSON: To continue this line of questioning
18 when she doesn't know.

19 THE COURT: I don't think she said she didn't
20 know, but Mr. Benson I will give you a chance to cross
21 examine.

22 Q Did you tell Steve about your prior experience with
23 trying to be your own contractor?

24 A Yes, ma'am, I did.

25 Q Now, at the time that this project was going on, what

1 had happened with the permits that you and your subs had gotten
2 back in April?

3 A When I had to fire the other gentlemen, the framer that
4 was doing the framing, the electrician and the plumber they were
5 not completed with their work. In other words, there was other
6 construction that needed to happen for the plumber to finish
7 what he needed to do and for the electrician to finish what he
8 needed to do so they could get their inspections and they could
9 get that completion order from the city that their work passed.
10 So I hired -- when I hired Greg I hired him in mid-stream of
11 that project being completed. The HVAC gentleman he got his
12 permit completed because he completed the HVAC. But the other
13 permits were still outstanding because those professionals
14 needed to finish their work in order to get those permits
15 complete. Those permits stayed in the window on my property
16 because of that situation and the fact that Greg said that I was
17 TBD as to whether he would continue to use those subs or not
18 given that his other crews were already covered up. His other
19 subs were already covered up and he may not be able to get them
20 at the house as quickly as he would like.

21 Q So you had some permits from the prior phase one?

22 A I did.

23 Q At your house, correct?

24 A I did.

25 Q Were there any permits at your house or had any permits

1 been issued of any type to Greg Childers?

2 A No, ma'am.

3 Q Had any been issued to Steve Childers?

4 A No, ma'am.

5 Q Had any been issued to any of the subcontractors during
6 -- that were to do the work or were doing work during Greg's
7 contract?

8 A No, ma'am.

9 Q All right. Were all the permits at your house from the
10 prior beginning of phase one back in the spring?

11 A Yes, ma'am.

12 Q Did Steve ever ask you about permits?

13 A No, ma'am.

14 Q Did he every inquire about whether the job was
15 permitted?

16 A No, ma'am, not to me.

17 Q Did he ever tell you that he had gotten a permit for
18 his particular work?

19 A No, ma'am.

20 Q And his work -- was all of his work finished, that is
21 Steve's work?

22 A No, ma'am.

23 Q What remained unfinished?

24 A He had installed windows, but they weren't finish out.
25 He had installed the wood floor. It was unfinished of course.

1 There was no stain or anything put on it or no finish and he had
2 left sections of the floor where there was unfinished as far as
3 the wood being put down where it needed to be.

4 The crown molding and the baseboards were unfinished. The
5 deck ledger was installed and then Greg is the one who put the
6 deck floor down, but the deck of course was unfinished and then
7 the work that they -- that he had started where he had demoed
8 the master bathroom of course that was unfinished.

9 Q Did Greg ever -- excuse me. Did Steve ever have any
10 conversation with you about Greg being licensed or unlicensed?

11 A No, ma'am.

12 Q Did he ever inquire of you about Greg's license status?

13 A No, ma'am.

14 Q Did he of inquire of you about Greg's status with
15 regard to the permits?

16 A No, ma'am.

17 Q All right. Were the permits you had, that is the old
18 ones there for Steve to examine?

19 A Yes, ma'am.

20 Q Any reason he couldn't have read those and saw what
21 they were?

22 A No, ma'am.

23 Q Did he ever say anything to you that indicated that he
24 thought those were current permits for the job that was being
25 done then?

1 A No, ma'am.

2 Q Did Steve ever tell you anything about Greg's trust
3 worthiness?

4 MR. BENSON: Objection, judge.

5 A No, ma'am.

6 THE COURT: Hold on. Ma'am, when there is
7 objection please don't answer.

8 THE WITNESS: I'm sorry.

9 THE COURT: Mr. Benson.

10 MR. BENSON: Did he ever tell you? It's leading
11 question. She needs to ask specific questions about
12 specific things.

13 THE COURT: I will ask you to rephrased it Miss
14 McDow.

15 Q Miss Condra, did Steve ever provide you with any
16 information about Greg's --

17 MR. BENSON: Again, it's what information did
18 Greg -- did Steve provide you.

19 MS. MCDOW: Well, I have to ask her if he did
20 first.

21 THE COURT: Counsel.

22 MS. MCDOWD: I'm sorry judge.

23 THE COURT: I will overrule that objection. I'll
24 let her ask.

25 Q Miss Condra, did Steve ever provide you with any

1 information of any type about Greg?

2 A I mean, as far as -- no. I mean in casual
3 conversation, you know, it was always very positive information
4 that he was talking about. You know, his family or whatever.
5 There was never any conversation that I had with Steve about
6 Greg professionally.

7 Q Did you and Steve ever discuss whether or not Greg and
8 Steve had worked together on other projects?

9 A It came up in conversation about, you know, that Greg
10 had worked for Steve with his construction company. It was
11 under a different name. It wasn't GSC construction. It was a
12 different name. It was Steve's company.

13 Q That Greg had worked for Steve?

14 A Yes, ma'am.

15 Q And from what he said did that -- did he indicate that
16 had been extensive experience together or limited experience or
17 what?

18 A They said -- they were both very proud of the fact that
19 their family is very close and that they had worked together for
20 a long while, you know, growing up their father and then
21 together and that type of thing.

22 Q Did Steve ever say anything about Greg's financial
23 status?

24 A No.

25 Q Did he ever say anything about Greg's criminal history?

1 A No.

2 Q Did he ever tell you Greg was unlicensed?

3 A No.

4 Q Did he ever tell you that Greg had had drug or mental
5 problems?

6 A No.

7 Q Did he ever say anything to you that would have caused
8 you to re-examine your decision to hire Greg?

9 A No.

10 Q If Steve had told you when he was there that Greg had
11 no license, would you have continued the project with Greg?

12 A No.

13 Q Would you have continued to pay Greg?

14 A No.

15 Q And you paid a final payment of \$9,250 for the job,
16 correct?

17 A Yes.

18 Q Was that after Steve had worked there?

19 A Yes.

20 Q Did Steve ever tell you that Greg could or could not be
21 trusted?

22 A No.

23 Q Did he ever alert you to any problems with Greg's
24 habits or history that would have caused you to re-examine your
25 contract with Greg?

1 A No.

2 Q When you began exchanging text and getting information
3 from Greg about Steve getting a permit, did you try to contact
4 Steve?

5 A Yes.

6 Q Did he ever return your call?

7 A No.

8 Q Did Steve ever offer to come back, finish the job, make
9 things right or refund any money?

10 A No. I never had any contact with Steve after he left
11 the job site the final time.

12 Q Your claims against Greg included a claim of fraud,
13 correct?

14 A Yes, ma'am.

15 Q Is that based on what he told you and represented to
16 you when you entered into the contract?

17 A Yes, ma'am.

18 Q And in that contract although it says nothing specific
19 about licensing, did he agree that he would be insured during
20 the contract?

21 A Yes.

22 Q And did it represent to you that he would comply with
23 the law in performing the contract?

24 A Yes.

25 Q Now, your claims against Steve are not for fraud,

1 I will let her answer and then you will be able to
2 cross examine.

3 A Thank you. My reading of standards for when I hire as
4 a consumer, when I hire somebody, a licensed contractor for my
5 home --

6 Q Miss Condra, tell us just from a general perspective
7 not relying on statutes or regulations.

8 A I'm sorry.

9 Q What you think Steve did wrong?

10 A I'm sorry. I'm just trying to be very careful with the
11 way I answer. Basically, somebody comes into your house they
12 say they're licensed or somebody comes in your house and they
13 are licensed, my expectation is that that person has an
14 obligation to insure that the job that they're doing at my home
15 is being done in the appropriate manner with the appropriate
16 permits and that type of thing.

17 Given that Steve is, or was, a licensed contractor and was
18 in my home my expectation is and was that he would have -- he
19 would have taken actions to make sure that while he was -- at
20 least while he was in the home -- at the very least, that the
21 work was being done based on the law and the way that it should
22 for the permitting and different things like that.

23 Q And if he had a reasonable belief that Greg Childers
24 could not or would not comply with your contract do you think he
25 had obligation to bring that to your attention?

1 Q And Greg's name was on the checks?

2 A His name or his company's name, yes.

3 Q Not Steve's?

4 A Not Steve's name, no.

5 Q And I think you said you checked out Greg on the
6 internet, is that right?

7 A I did. I did. I looked up his father's -- his
8 brother's company that him and his father worked. Were in
9 partnership with and things of that nature.

10 Q So you looked up his father's company?

11 A Correct.

12 Q You didn't look up the company that Greg owned because
13 there's nothing on the internet about Greg?

14 A Correct. At that time there was no website link to
15 Greg's company.

16 Q And you have a master's in business, correct?

17 A I do have a MBA, yes.

18 Q And you work at Wells Fargo?

19 A I do.

20 Q And you do all kind of research for Wells Fargo?

21 A No, that's not really my position.

22 Q You do all kinds of work on your computer on the
23 internet with Wells Fargo?

24 A No, I do not. They actually our company blocks the
25 outside internet. We have intranet but not internet.

1 Q Would it be fair to say that you know how to operate a
2 computer?

3 A Yes, I can operate a computer.

4 Q And you know how to search on the internet?

5 A Yes, I do.

6 Q And you knew you could search about Greg Childers on
7 the internet when you met him? You knew how to do it at that
8 time?

9 A Yes, I knew how to search on the internet at that time.

10 Q And you could have searched and found whether or not he
11 was a licensed builder?

12 A If you say so. I did not know that at the time.

13 Q But you could have done that at that time, couldn't
14 you?

15 A If you say so.

16 Q You did it later?

17 A I did it after I spoke with people who told me I could
18 do it. But I did not know at that time that I could.

19 Q The information was there for anybody to look at wasn't
20 it?

21 A At a later time I found that out. That is correct.

22 Q At the time you first met Greg Childers the information
23 concerning his license or not was on the internet?

24 MS. MCDOW: Your Honor --

25 A I can't say that.

1 MS. MCDOW: -- objection. This witness has said
2 she didn't know. How can she testify whether it was
3 or was not.

4 THE COURT: I will allow the question.

5 Q So when you first met Greg Childers you had the ability
6 at that time to check him out on the internet?

7 A All I can tell you is from personal experience that I
8 did not know at that time that I could do that. That I could
9 find that out about him on the internet.

10 Q Not my question. At the time you first met Greg
11 Childers you had the ability to check him out on the internet?

12 A As far as his licensing is that what you're asking.

13 Q As far as your ability you knew how to do internet
14 searches, right?

15 A Yes, I did.

16 Q And you did not check then or in June or July or August
17 or September whether or not Greg was a licensed contractor, did
18 you?

19 A I did not.

20 Q Your contract with Greg Childers, which I believe is
21 exhibit one or two, does not say he has to be a licensed builder
22 does it?

23 A It does not. It does say he is a contractor and in my
24 mind at that time I thought contractor and licensee was the same
25 thing. But you are correct it does not say licensed builder.

1 Q And your contract that you signed with Greg Childers
2 does not say who gets permits does it?

3 A It doesn't specifically say that but I think in section
4 seven it does say that he would meet the requirements of the
5 state, federal and local law.

6 Q But that doesn't say who gets the permit, does it?

7 A It does not use the word permit, no.

8 Q I am you handing you what has been marked as
9 Defendant's Exhibit Two. Do you recognize that?

10 A Yes.

11 Q And that is the kind of thing that you got from the
12 city of Rock Hill when you were doing the project yourself that
13 you placed in the window?

14 A This is the not the permit that I myself got. This is
15 permit that the electrician got.

16 Q It's similar to that?

17 A Correct.

18 Q And you placed this in a window so anybody who was out
19 on the street would see the orange, right?

20 A Yes, I placed it -- we placed them in the window as per
21 what the city told us to do.

22 Q And people could see it from the street, right?

23 A Yes they could.

24 Q So anybody riding by would say ah-ha, there's
25 construction going on in that house because they see the orange

1 permit?

2 A Correct.

3 Q And anybody that came to work at your house could look
4 at the window and see the orange permit?

5 A Sure, they could do that but the people that actually
6 came to work at my house that were reputable actually asked if
7 the contractor -- who the contractor was.

8 Q I don't know care what anybody else said. That's not
9 my question. The question to you is, it could be seen by
10 anybody who came to work at your house?

11 A It could be seen. That is correct.

12 Q And you never asked Steve Childers to get a permit?

13 A I never asked him to, no.

14 Q He never volunteered to get one?

15 A No, he never mentioned a permit.

16 Q And you never relied on Steve Childers to get a permit?

17 A No.

18 Q You did not look to Steve Childers to fulfill the
19 contract that you signed with his brother?

20 A Not directly, no.

21 Q Steve did not work on your house in June?

22 A No, because they didn't start until -- I didn't sign
23 the contract until the end of June.

24 Q You said in your direct examination that he started
25 work the next day which was in June?

1 A I didn't say Steve did. I said Greg did?

2 Q Excuse my. Steve did not work on your house in June?

3 A Not that I recollect.

4 A Did not work on your house in September.

5 A I don't recollect.

6 Q He didn't work on your house in July?

7 A In my recollection he did.

8 Q So he worked there far less time then Greg did,
9 correct?

10 A I wouldn't say that. From a time perspective because
11 from what I said earlier as far as being present on the site and
12 doing construction I would say time wise to your question Steve
13 worked more time at my house then Greg did.

14 Q And you did not know that Steve was a licensed builder
15 in June?

16 A I knew that Greg had told me that he was.

17 Q My question is, you didn't have any personal knowledge
18 of whether on not Steve Childers was a licensed contractor in
19 June of 2017?

20 A I'm not really sure how to answer that question because
21 you don't want me to say hearsay, but Greg did tell me that. So
22 I had knowledge.

23 Q But you didn't know other than what Greg said you
24 didn't know that?

25 A No, I took his word for it.

1 Q Well, you have been through the process, correct?

2 A I have been through the process, but I went through the
3 process with the City of Rock Hill directing me on what I needed
4 to do in order to gain the appropriate permits.

5 Q And you, on your own got the permits?

6 A I got for phase one, yes. I got a permit. Not all the
7 permits. I got one permit that specifically was for the
8 framing.

9 Q I am handing you what has been marked as Defendant's
10 Exhibit One. Do you recognize this?

11 A I do.

12 Q And this signature where it says property owner.

13 A Mine.

14 Q And it's your name just to the left of that, Kimberly
15 Ann Condra, correct?

16 A That is correct.

17 Q And you signed this as part of the process of getting a
18 permit with the City of Rock Hill?

19 A Yes, that's what this looks like.

20 Q Would you please read for me the second paragraph?

21 A "You may not hire an unlicensed person as your
22 residential builder or specialty contractor. It is your
23 responsibility to make sure people employed by you have licenses
24 required by state law and by county or municipal licensing
25 ordinances."

1 Q That's enough. Whose responsibility according to what
2 you signed in April of 2017 is it to make sure that people who
3 work on your property are properly licensed?

4 A In this document it says that I am.

5 Q Correct. And you signed this in April of 2017?

6 A That is correct.

7 Q So when Greg Childers came to your property in June of
8 2017 you knew it was your responsibility to make certain that he
9 was properly licensed by the State of South Carolina to do work
10 on your house?

11 A Until you just showed me this, I did not -- to me there
12 is a lot of legal things signed and when I went to do the
13 permits the person that helped me -- I believe Sharon is the
14 person -- walked through the process with me and as a consumer
15 and an homeowner, somebody that has investment of two hundred
16 and something thousand dollars I purposefully thought that I had
17 done my due diligence to make sure that Greg was licensed to do
18 the work.

19 I thought that he was. I took his word for it. When we
20 signed the contract the contract said he was a contractor.
21 There was no reason for me to doubt that he wasn't who he
22 portrayed himself to be.

23 Q Did you ask him for a copy of his license?

24 A I did not.

25 Q And at any time during the licensing -- during the time

1 that he was there did you ask him for a copy of his license?

2 A I did. I asked him in the text messages for his
3 license number.

4 Q Long after Steve Childers left the property?

5 A Yeah, after both of them did.

6 Q So according to this document that you signed in April
7 of 2017 whose responsibility is it to make certain that the
8 people who work at your property are licensed properly?

9 A In this document it does say that I am responsible and
10 I understand that and I thought that I was being responsible and
11 I thought that I hired somebody that was licensed properly.

12 Q In June of 2017 what did you do to make certain that
13 Greg Childers was properly licensed?

14 A I signed the contract with him and at that time the
15 contract said that he was a contractor which I thought at that
16 time that he was licensed contractor and it also stated in the
17 contract that he was insured and he told me that he was going to
18 take care of all the permitting and everything as the contractor
19 so at that time I was under the impression that I did what I
20 needed to do as responsible person to hire somebody that was
21 legally allowed to work on my house in that capacity.

22 Q Responsible thing to do and to have done was an
23 internet search?

24 A I appreciate that advice. I wish you would have given
25 it to me earlier.

1 Q You could have done that in June?

2 MS. MCDOWD: Objection, Your Honor. It's not a
3 question. It is a jury argument.

4 MR. BENSON: It is a question.

5 THE COURT: I will allow it.

6 Q You could have done that in June?

7 A I think you already asked me that and I said that I
8 had the ability to search the internet in June.

9 Q So you didn't do anything other than rely on what Greg
10 said as to whether or not he was licensed?

11 A I had references and I did look up some of the
12 information that he told me and it look to be reputable that he
13 had that experience and that's what I did.

14 Q So you never saw a copy of his license?

15 A I did not.

16 Q And when he began to do work on your property in June
17 of 2017 where did you put the new permit that he needed to have
18 before he could start work?

19 A He said that he did not need a permit because he needed
20 that other work of those other people had not finished. That he
21 said that the permit of course had to stay in the window until
22 he got that inspected and then once they passed inspection of
23 course those would come down.

24 I repeatedly asked him about permits and he said the he had
25 a relationship with the City of Rock Hill and that through

1 responsible for helping us make sure that we're protected
2 against unsavory people. So, yes, I will take accountability
3 for what you're saying that I signed this document, but I was
4 not the only person that was responsible to making sure that in
5 the State of South Carolina that people that do work on homes
6 are legitimate.

7 Q It says it is your responsibility?

8 A Yes, but this is one document. How many -- this is one
9 document. Did this document -- did you get all the documents
10 that I signed with the State when I got the permits? I mean
11 we're talking about one sentence in one document.

12 Q But you signed it?

13 A I know I did. I've admitted to that.

14 Q So whose responsibility is it according to this
15 document that you signed before you started working on your own
16 property to make certain that people were properly licensed by
17 the State of South Carolina?

18 A I've already answered this question --

19 Q You, right?

20 A -- several times. It does say that and I've answered
21 that question. But what I'm saying is that at the time under
22 good faith I thought that I was being responsible.

23 Q Again, you never saw Greg's license?

24 A No. I've never seen Lucy's either.

25 Q And you never once got a permit?

1 A Me, didn't get a permit? I got a permit when I was
2 trying to manage the property myself. So, the answer to that
3 question is yes, I did get one when I was trying to do it
4 myself. Greg never got a permit.

5 Q All right, and in June, July, August and September you
6 allowed un-permitted work to be done at your house?

7 A No, that is not correct.

8 Q You knew all those months that there were no proper
9 permits for your house?

10 A No, that is not correct.

11 Q So what permits did you get after you got your own
12 permits? What other permits were there?

13 A Those permits, if you read then and you look at what
14 the city told me is that certain things can be done at a home
15 like the demolition they did. Even laying a floor can be done
16 without a permit.

17 Q Why are you so interested in getting permits if they
18 weren't required?

19 A They were. You're kind of twisting words. You can
20 have work done on your house. Like for example if wanted to
21 have new carpet put in you house do you go get a permit. I
22 mean, I don't, but when things start to happen -- you are kind
23 of distracting me.

24 A Can I see all of them please.

25 Q The permits are only needed, required, for certain work

1 and Greg said that that work was not being done yet and
2 therefore he did not need the permits to do that work and that
3 permits were kept in the window because the permits -- I thought
4 I was doing the legally correct thing, because those permits had
5 not been closed, completed, because Greg never got the work to
6 point that those subs could come back and could get the city to
7 come in and inspect their work and close them out.

8 Q You signed a contract with Greg Childers to do \$48,500
9 work, correct?

10 A That is correct.

11 Q And you knew when you signed that contract that there
12 needed to be more permits for this work?

13 A I did know that. That is correct.

14 Q So when he began to work for you you knew he needed new
15 permits?

16 A At some point I did know that, yes.

17 Q But you allowed work to continue on your property all
18 the way through without permits?

19 A The point you are trying to make I've answered it.

20 Q It's a yes or no question?

21 A Well, no, it's not because the work that he was doing
22 at the time that he started with the demolition and the work
23 that he continued to do even laying of the wood floors that
24 Steve did, does not require a permit to my knowledge based on
25 what I understood from the City of Rock Hill.

1 Q Never paid a him a penny. We've established that,
2 right?

3 A We established that I paid Greg directly.

4 Q And that you never paid Steve a penny?

5 A I never gave him a check, no.

6 Q And Steve never volunteered to get a permit?

7 A Steve and I never had a conversation about permits.

8 Q And you never asked -- Steve never asked you for any
9 money?

10 A No, he did not.

11 Q Steve did not make any you false misrepresentations to
12 you, did he?

13 A I think that he did.

14 Q Do you remember your deposition?

15 A Yes.

16 MR. BENSON: Your Honor, this is the original
17 deposition of Miss Condra. I would like to have it
18 marked please.

19 THE COURT: Any objection Ms. McDow?

20 MS. MCDOW: No, sir. I don't know yet what
21 excerpts he's going to rely, but not to having it
22 marked. No, sir.

23 MR. BENSON: I going to page 75, lines 10 to 13.

24 Q I am handing you what has been marked as Defendant's
25 Exhibit Seven. Would you please turn to page 75. Found it?

1 A I did.

2 Q Would you please read those lines?

3 A One through 25.

4 Q Start at line ten.

5 A "Question. So you don't know of any false
6 misrepresentations that he made to you or to other people?
7 Answer. Not Steve, no. Question. So that's "--

8 Q That is it. So on that date when we took your
9 deposition your testimony was that Steve didn't make any false
10 representations to you, correct?

11 A Excuse me, I got too many documents on my lap. Give me
12 just a second.

13 I don't remember the context of this discussion but, yes,
14 that's what it says there in that question and answer.

15 Q Are you now changing your testimony?

16 A I'm not. I do know that there is a part in this
17 disposition where I did say inaction and enablement was
18 misleading.

19 Q My question, did he make any false representations to
20 you?

21 A He did not verbally make those, no.

22 Q Thank you. Had you insisted on seeing Greg's license
23 before he started work as Defendant's Exhibit One says, you
24 could have prevented the whole thing, couldn't you?

25 A Theoretically, I guess so.

1 insured and that he carries that insurance as a contractor to
2 perform the job on my home.

3 Q Before Steve ever came on your property Greg was taking
4 your money?

5 A That is correct.

6 Q After Steve left your property Greg was taking your
7 money?

8 A That is correct.

9 Q So Greg was taking your money whether Steve is there or
10 not?

11 A Yes.

12 Q You paid Greg even more money after Steve left?

13 A Yes, that is correct.

14 Q Greg was the one who you wanted to get your money back
15 from?

16 A Greg was the contact. Was my direct contact and Greg
17 is the one that I was in communication with and he was the
18 primary on the job. So yes, he's the one I communicated with
19 directly about getting my money back.

20 Q Steve didn't have your money, did he?

21 A Sir, I don't where my money went after I paid him.

22 Q Will you turn to page 95 in your deposition please.

23 Line 13.

24 A Yes, I am a there.

25 Q I'll read the question and you do the answer. "If you

1 builder being on your property, according to that exhibit is
2 you, correct?

3 A It doesn't say the number one person. It says that I
4 as the homeowner am responsible and I've already stipulated to
5 you that I do take responsibility in that.

6 MR. BENSON: That's all, Your Honor.

7 THE COURT: Mr. Boyd.

8 CROSS EXAMINATION

9 BY MR. BOYD:

10 Q Good afternoon Miss Condra.

11 A Good afternoon.

12 Q I am going try not be repetitious on anything. I just
13 want to start out, I believe you testified you worked for Wells
14 Fargo, is that correct?

15 A Yes.

16 Q And what is your position at Wells Fargo?

17 A I am a -- my position has been changed since the
18 deposition. Now I work as a compliance officer within the risk
19 organization.

20 Q How long have you worked for Wells Fargo??

21 A For approximately with Wachovia combined approximately
22 12 years.

23 Q What did you do prior to working for Wells Fargo and
24 Wachovia?

25 A I've been in the banking industry my entire career. I

1 worked for Nations Bank and Bank of America, Wells Fargo,
2 Wachovia/Wells Fargo.

3 Q And you're a college graduate, is that correct?

4 A Yes, sir, I am.

5 Q And where did you graduate from college?

6 A I graduated from Western Carolina University and then
7 graduated from Samford University in Birmingham, Alabama.

8 Q What degree did you get from Western Carolina?

9 A I got a bachelor's of science in marketing.

10 Q Okay. And then you went on to get a master of business
11 administration, is that correct?

12 A Yes, sir.

13 Q And let me ask you, it was back on April 21, 2017 you
14 obtained a residential building permit from the City of Rock
15 Hill, is that correct?

16 A That is correct.

17 Q Okay. And then prior to getting that permit you took a
18 class with the city I believe you said?

19 A Well, it wasn't really a class. It's kind of like a
20 citizen's -- it's free to citizens of I guess the county. And
21 you just go around. You see the airport and you see -- and you
22 go out and get to see how they do the traffic. You get to go
23 into the Court that they have downtown. That kind of thing.
24 And so one of the speakers I think that when I reference that
25 was Mike Nugent with the city. And he came and talked about for

1 probably about an hour or so talked about that.

2 Q And did you do that before you had decided to do the
3 renovations on your home?

4 A I had done -- when I purchased the home I had knew I
5 was going to remodel it. When he spoke I knew that's where I
6 needed to go to talk to them about what I needed to do in order
7 to start the renovations on my home.

8 Q Okay. And so basically you decided you would do
9 renovations and you would be the self-contractor basically, is
10 that correct?

11 A That I would manage the project and hire the
12 subcontractors.

13 Q And you got a permit from the City of Rock Hill for
14 that purpose, is that correct?

15 A Yes, one of the permits just for the framing and the
16 carpentry work. That's true.

17 Q And you took that permit and it was placed on your
18 home, is that correct?

19 A That's correct.

20 Q Okay. And basically that permit listed you as the
21 contractor?

22 A You know I don't know. If you show it to me. I'm not
23 sure how it listed because when I went in and got the permit I
24 listed as the owner. So I don't know. I honestly don't know
25 how it's listed me on there, but I knew that I needed it because

1 I was having the framing done and I had to make sure that they
2 knew I was having that work done.

3 Q And you understood this permit had to be posted on the
4 property?

5 A Yes, sir.

6 MR. BOYD: May I approach?

7 THE COURT: Yes.

8 MR. BOYD: I would offer this exhibit.

9 MS. MCDOWD: No, objection.

10 THE COURT: Defendant's Eight is in evidence
11 without objection.

12 (Whereupon, Defendant's Exhibit 8 was received
13 into evidence.)

14 Q Let me show you this. I think you asked for a copy of.
15 Is that a copy of the residential building permit you obtained
16 from the City of Rock Hill?

17 A That is.

18 Q Of course the original was yellow I believe?

19 A Yes, sir, it was.

20 Q Now, this document lists you as the property owner, is
21 that correct?

22 A Yes, sir.

23 Q And it has a place for contractors and under that it
24 has owner Kimberly Lee Condra and has your telephone number, is
25 that correct?

1 A Yes, sir, that is correct.

2 Q So this permit listed you as the contractor, is that
3 correct?

4 A No. Mr. Boyd --

5 Q You can look at it again. It's right there.

6 A Mr. Boyd, the way that I'm reading it, it listed me as
7 owner and this is probably just a -- I don't know. When I got
8 the permit from the city they knew I wasn't a contractor. Do
9 you know what I mean? So yes, on this document it looks like
10 I'm listed under there as the contractor, but I wasn't. They
11 knew I wasn't the contractor. They knew I was the owner.

12 Q Well, you were basically a self-contractor?

13 A Yeah, I guess you could say. Maybe so.

14 Q But in any event, you understood that this notice had
15 to be posted on your property?

16 A Yes, sir.

17 Q And in fact you did post it on your property?

18 A Yes, sir.

19 Q And while you hired various people it remained there
20 while the people you hired worked on the property?

21 A Yes, sir.

22 Q Okay. And you did hire different framer and different
23 people to work on your property?

24 A Yes, sir.

25 Q Do you know whether or not the framer you hired was

1 licensed?

2 A My understanding from the city was he was not licensed,
3 but he did not have to be licensed and I actually took him with
4 me to the city and they talked to him and gave them the
5 information about him. So that wasn't a trade from my
6 understanding from the city that had to have a license.

7 Q And when you hired people if they were required to get
8 a permit they would get it?

9 A Yes, sir.

10 Q And they would post it on your property?

11 A Yes, sir.

12 Q Now, you entered this contract I believe with Greg
13 Childers on June 25th of 2017, is that correct?

14 A I believe so. The end of June.

15 Q And you he agreed -- well, let me back up a minute.
16 Prior to you entering a written contract with him you all had
17 had some negotiation about the work he was going to do, is that
18 correct?

19 A We had conversations about it, yes.

20 Q All right. And basically the first quote he had given
21 you was much higher than what the written contract ended up
22 being, is that correct?

23 A I don't recall that. I recall that we did negotiate
24 and I recall him kind of doing a sales pitch about how -- about
25 how much of value I was getting with him. That this would

1 normally cost maybe -- I don't know, 10 percent more, 20 percent
2 more. Whatever. But he was so good and he was so valuable.
3 That he was going to do the work for the price that we settled
4 on in the contract. So just like I looked at it just like
5 buying a car or anything like that. We had that type of
6 conversation, but then he basically agreed to do the work and
7 the price that was in the contract is the price he agreed to to
8 do the work.

9 Q The first quote he gave you was around \$90,000?

10 A I don't remember that. I don't remember him giving me
11 another quote. I remember him verbally talking about other
12 things, but I don't remember getting anything in writing. If I
13 did I just don't remember it.

14 Q And he agreed to do the work and the work he was to do
15 was under the scope of work and that's attached in the contract,
16 is that correct?

17 A Correct.

18 Q Now, there's nothing in writing about the contract
19 about Greg Childers being a licensed contractor or a licensed
20 home builder, is that correct?

21 A That is correct.

22 Q Okay. And --

23 A I'm sorry, Mr. Boyd. It does say that he's a
24 contractor. It does not -- you are correct, the term license is
25 not explicitly mentioned in the contract.

1 Q And he worked on your home until -- from June until
2 approximately November?

3 A No, sir.

4 Q October?

5 A No, sir. After I paid him that last check in September
6 I don't believe Greg came back to the house. If he did it was
7 when I was traveling on business when my mother was there and I
8 was not. But there was no significant work done on my home
9 after I gave him that last check.

10 Q I thought you mentioned something earlier and maybe I
11 am wrong about a painter who came in and you all agreed didn't
12 do a good job?

13 A That's what I mean. Greg -- I don't know that Greg
14 showed up with her. When she showed up I was in Ireland. When
15 she showed up I wasn't there so I didn't see her. My mother was
16 there and she did do damage rather than do productive work at
17 the home. But that was during, I think, the first part of
18 October. But I don't know that Greg ever was there.

19 Q When I am referring to Greg I mean or anyone acting on
20 his behalf.

21 A Okay.

22 Q You agree that the painter was acting on his behalf?

23 A Yes, sir.

24 Q I believe you all agreed the painter didn't do a good
25 job?

1 A Correct, and I think that's in the text. That is
2 correct.

3 Q And during this time that he was working on the
4 property that permit that you got from the City was still on
5 your house, is that correct?

6 A That is correct. It was.

7 Q It wasn't taken down?

8 A No, sir.

9 Q Okay. And during that time you traveled a lot but you
10 lived at the house, is that correct?

11 A That is correct, yes.

12 Q And you knew the sign was there?

13 A Yes, sir, I did.

14 Q Now, I believe it has already been introduced into
15 evidence. On April the 11, 2017 you signed an owner/builder
16 disclosure statement, is that correct?

17 A Is that the document that the other attorney showed me?

18 Q Yes. You were asked a lot of questions about it.

19 A I didn't know what it was called.

20 Q Exhibit D-1. You got a copy of it and you signed that
21 document it looks like April the 11th, 2017, is that correct?

22 A Yes.

23 Q And that document basically mentions that you may act
24 as your own builder even though you don't have a license, is
25 that correct?

1 A I believe so, yes.

2 Q And I am referring to the fourth line down, the
3 sentence starts "the exemption allows you" -- do you see that?

4 A Are you in the first paragraph?

5 Q I'm in the first paragraph, fourth line down.

6 A "You have applied for a permit." Yes, I see that.

7 Q All right. "The exemption allows you as owner of your
8 property to act as your own builder even though you do not have
9 a license."

10 A Yes, I see that.

11 Q And then it tells some other requirements in there.
12 And it's underlined and in bold that you may not hire an
13 unlicensed person as a residential builder or specialty
14 contractor. Do you see that?

15 A I'm sorry.

16 Q Look at the second paragraph?

17 A Okay.

18 Q And it's highlighted there and underlined and in bold
19 print, "You may not hire an unlicensed person as your
20 residential builder or specialty contractor."

21 A Yes, sir. I see that.

22 Q And the next line is, "It is your responsibility to
23 make sure the people employed by you have a license required by
24 state law and by county or municipal licensing ordinances," is
25 that correct?

1 A Yes, I see that.

2 Q Okay. So that says it's your responsibility to make --
3 and it uses the word "sure"?

4 A Yes.

5 Q And this document was signed by you, is that correct?

6 A Yes.

7 Q In fact it was actually recorded in the York County
8 Clerk of Court's office, is that correct?

9 A Yes.

10 Q And I think Mr. Benson asked you this. You didn't ask
11 to see Greg Childers' license, is that correct?

12 A I did not ask to see his license.

13 Q And you didn't check on line to see if he was licensed?

14 A No, I did not.

15 Q Okay. And the permit that you got after signing this
16 it remained on your property after he started work, is that
17 correct?

18 A It did remain there.

19 Q And that -- and there was never a permit placed on your
20 property showing Greg Childers with Greg Childers' name on it
21 was there?

22 A No, there was not.

23 Q Never in the several months that he worked on your
24 property?

25 A No, there was not.

1 Q Okay. Let me ask you some things about the scope of
2 work and what was done on your property.

3 You said the first thing that was done was basically
4 demolition, tearing out stuff, is that correct?

5 A Correct.

6 Q And I'm talking about what Greg did?

7 A By him and his people?

8 Q Yes. And when I refer to him I'm talking about him and
9 anybody working on his behalf. And basically you understood
10 that for the work to be done that's in that scope of work that
11 tearing out and demolition is going have to be done?

12 A Yes, of course.

13 Q Okay. So you don't have a fault with him for what he
14 did as far as demolishing or tearing out things. That was going
15 have to be done?

16 A That is correct.

17 Q Okay. And you said how long did it take for the
18 demolition to go on?

19 A Well, that was off an on throughout the time that he
20 was at the job site. I would say through when he started at the
21 end of June, first of July, all the way through when he left in
22 September -- October, or his people left which were the painter
23 in October?

24 Q And when he -- and so whether you hired Greg or whether
25 you hired anybody else, whoever did the job that you wanted done

1 under that scope of work was going have to did that demolition,
2 is that correct?

3 A Yes.

4 Q Okay. I believe you said Steve Childers came in, is
5 that correct?

6 A Yes.

7 Q And what work did Steve Childers do while he was in
8 there?

9 A I know I went over earlier. I don't remember if it was
10 Lucy or who. Basically what Steve did primarily was he laid the
11 wood floor. I believe it was him and his crew that tore up the
12 kitchen tile and placed the wood floor there and on the back
13 porch and in the half of bath. Steve attached the ledger board
14 for the deck on the back the house and did some masonry work to
15 sure up the foundation in the house up to where there would be a
16 thresh hold for a french door and Steve installed the windows.
17 Replaced the windows in the house.

18 There was some demolition work that him and his crew did I
19 believe in the master bathroom and did some additional tear out
20 I think in some of the bedrooms. I believe that was primarily
21 what he did.

22 Q Okay. And would you agree that work that he did was
23 work that was necessary to be done under the scope of work under
24 the contract?

25 A It was necessary, yes.

1 Q Who was the contractor you got to actually do the work
2 you said?

3 A You mean to fix everything?

4 Q After Greg left.

5 A Gary Shamp.

6 Q And when Gary Shamp came in, I believe you quoted
7 ninety something thousand dollars, is that correct?

8 A That's what his quote was, yes.

9 Q And basically did you show him the scope of work that
10 you had agreed with Greg to do and that was his quote for doing
11 that work?

12 A No, sir. The scope of work was basically him walking
13 through my house and seeing the damage that had been done to my
14 home and him quoting the job fresh. I didn't share anything as
15 far as the document that Greg gave me where he itemized out what
16 he was going to do.

17 Q So he never saw the scope of work that was in the
18 contract?

19 A No, I never pulled that out and showed that to him.

20 Q Okay. Now, you say the damage done to your house.
21 What damage are you talking about?

22 A Well, the -- you had asked me about demolition and you
23 are correct that when you were having a remodel done you have to
24 tear down to build up but if you just tear down and you don't
25 build up that's damage. Right? So I had holes in the walls. I

1 had sheetrock that was just -- that needed to be put up. I had
2 a master bathroom that was just totally gutted. I mean I'm
3 talking about down to the -- oh, what do you call them. Where
4 the insulation and the two by fours or whatever they are was
5 showing. I had wood floors in my house that were not finished.
6 The wood was just put down. I had places where the wood floor
7 was being put down was not there. I had a bathroom that I had
8 when I moved in the house two and a half bathrooms. At that
9 point I only had one bathroom because I had a toilet and sink
10 sitting in my garage. My whole garage I couldn't park my car
11 there. I had all kinds of construction material there. I had a
12 door, a front door that didn't have hardware on it. Thankfully
13 Greg did put a temporary knob on it so I could lock it. I had
14 all my guttering was tore off my home. That type of damage.

15 Q Okay. That was work I think you said, assuming the
16 contract had been fulfilled with Greg, that was things that had
17 to be done to get to the point of getting the scope of work done
18 that you wanted done?

19 A That would be accurate. You would have had to have
20 done that in order to get to the finish.

21 Q So basically, if that work had been completed as you
22 wanted it completed that would have -- all those problems would
23 have been solved, is that correct?

24 A Correct, and Gary did solve those problems.

25 Q Okay. So basically, if Gary starting out, Gary was

1 starting out from fresh, he would have had done that demolition
2 also to change the property?

3 A That is correct. He would have.

4 Q Now, you mentioned -- well, let me back up. You lived
5 in the house during -- did you live in the house the entire time
6 Gary was working on it?

7 A I did, except for -- I'm sorry, except for three days
8 when they had to stain the wood floors.

9 Q So except for three days you stayed in the house until
10 the work was completed?

11 A Correct.

12 Q So you slept there?

13 A Yes.

14 Q Okay. You ate there?

15 A Some times, yeah.

16 Q And you -- and of course if Greg had stained the wood
17 you would have had to move out for three days for that just like
18 you did with Gary, is that correct?

19 A I would assume so.

20 Q How long did you live in the house at the time this
21 work commenced?

22 A I bought the house in April of 2016 and I started
23 renovating it in the winter/spring of 2017.

24 Q Now, you mentioned the mechanic's lien that was put
25 against your house by Carter Lumber I believe?

1 A Yes, sir.

2 Q And that was taken off of your house, is that correct?

3 A I'm sorry.

4 Q That was removed, is that correct?

5 A Yes, that has been removed.

6 Q I think you said you you paid Miss McDowd \$112 to get
7 that done?

8 A Yes, sir.

9 Q So the mechanic's lien actually cost \$112, is that
10 correct?

11 A Well, it cost me a lot more than that, but if you have
12 to put a dollar figure against you can say it cost me that much
13 money to get it removed.

14 Q And there was no other liens filed against your house?

15 A You mean as the far as the work that was done on my
16 house is that what you mean?

17 Q That's correct.

18 A That is correct.

19 Q Now, the people -- the people that came in to do work
20 during the time Greg was working on your house you didn't pay
21 any of them directly, is that correct?

22 A No. He said he would take care of it.

23 Q And no other -- no other notices or permits were put on
24 on your house during that time, is that correct?

25 A No, he said he would take care of it.

1 Q But none were put up, is that correct?

2 A No, there were none put up.

3 MR. BOYD: That's all the questions I have.

4 THE COURT: Miss McDow, any redirect?

5 MS. MCDOW: Yes, sir.

6 REDIRECT EXAMINATION

7 BY MS. MCDOW:

8 Q Miss Condra, do you still have in front of you that
9 owner/builder disclosure statement. I believe it is marked as
10 D-1?

11 A Yes, ma'am I do.

12 Q To whom does this statement make you responsible? Who
13 had had you sign it?

14 A The City of Rock Hill, is that what you mean?

15 Q Yes. Does it relieve anybody of other responsibilities
16 such as Greg Childers?

17 A No.

18 Q Does it relieve Steve Childers from responsibility?

19 A No, it does not.

20 Q Does it relieve anybody of the responsible to make sure
21 they are licensed and permitted while doing the work?

22 A No, ma'am it does not.

23 MR. BENSON: That isn't what the piece of paper
24 says.

25 THE COURT: Mr. Benson, I am going to give Miss

1 you served as your own contractor, that you had a
2 permit that you believed would cover all of phase one?

3 THE WITNESS: Yes, sir, I did.

4 MS. MCDOW: Your Honor, the city building
5 official, Mike Nugent, he'll will be here to testify
6 shortly.

7 THE COURT: Thank you, ma'am. Anything else Mr.
8 Benson?

9 MR. BENSON: No, sir. Miss McDow, any follow up?

10 MS. MCDOWD: No.

11 THE COURT: Thank you, ma'am. You may step down.

12 THE WITNESS: Your Honor, may I take a break to go
13 use the rest room.

14 THE COURT: Absolutely. We'll be at ease for ten
15 minutes.

16 (WHEREUPON, there was a short recess.)

17 THE COURT: Call your next witness.

18 MS. MCDOWD: Gary Shamp.

19 (GARY SHAMP, called as a witness, having been duly
20 sworn by the clerk, was examined and testified as
21 follows:

22 DIRECT EXAMINATION

23 BY MS. MCDOWD:

24 Q Mr. Shamp, would you tell us your full name and where
25 you live please?

1 A Gary Todd Shamp and I live in York.

2 Q And what is your profession?

3 A Homebuilder, remodeler, builder.

4 Q Are you licensed to do any type of construction?

5 A Yes.

6 Q What extent are you licensed?

7 A I'm licensed in North Carolina as well as South
8 Carolina.

9 Q As what?

10 A As a residential homebuilder.

11 Q Are you licensed also as a commercial general
12 contractor?

13 A In North Carolina I have a builder's contractors
14 license which allows me to do some commercial. I don't, but it
15 allows me in North Carolina. I don't have that in South
16 Carolina.

17 Q Are you a fully licensed residential builder in South
18 Carolina?

19 A Yes.

20 Q Tell us a little bit about your background and your
21 experience and training in the building field please?

22 Q I've been in building since I was 22, so the last 30,
23 35 years. Started in home building new construction for 20 plus
24 years and then when the economy went upside down we got into
25 remodeling and additions and have been doing that steadily for

1 the last 13, 14 years.

2 Q Do you have your own company or business?

3 A I do.

4 Q What do you call it?

5 A Garver Homes.

6 Q And how long have you been licensed as a residential
7 builder?

8 A For North Carolina about 20 years. South Carolina I
9 think around 14 years.

10 Q And during your career about how many houses would you
11 estimate that you built from the ground up?

12 A From Garver Homes.

13 Q No, you yourself?

14 A Thousands.

15 Q How about remodeling jobs?

16 A In the last 14 years maybe 500. I don't know the
17 number. A lot.

18 Q And is your license with the Residential Builder's
19 Commission here in good standing?

20 A Yes.

21 Q Has it always been in good standing?

22 A Yes.

23 MS. MCDOWD: Your Honor, I proffer Mr. Shamp as an
24 expert witness in the field of residential
25 construction in South Carolina?

1 THE COURT: Any objection, or would you like an
2 opportunity to question the witness on his
3 qualifications.

4 MR. BENSON: I don't have anything.

5 THE COURT: Mr. Boyd?

6 MR. BOYD: No objection.

7 THE COURT: Okay. Without objection Mr. Shamp is
8 a -- the Court has recognized him as expert in
9 residential construction.

10 Miss McDowd, is that the field you said?

11 MS. MCDOW: Yes, sir.

12 Q Mr. Shamp in late 2017 were you contacted by Kimberly
13 Lee Condra about work at her house?

14 A Yes.

15 Q What was the -- what was the status of her house at
16 that time?

17 A It was in the middle of a construction process. There
18 was a lot of things that were just not complete.

19 Q Was that a remodeling?

20 A It was remodeling, yes.

21 Q Did at Miss Condra's request, did you go out and look
22 at the house to see its stage of completion and what was needed
23 to correct and finish the work?

24 A Yes.

25 Q Were you provided with a copy of her architect's

1 building plans?

2 A Truthfully I can't recall. I don't know why there
3 would have been building plans because for the most part the
4 footprint didn't change. Everything that we were looking at was
5 interior in the existing walls. So there may have been blue
6 prints. I just don't recall at this time.

7 Q Was it clear -- did it become clear to you what needed
8 to be done to correct and finish the remodeling project that had
9 been started?

10 A Yes.

11 Q Did Miss Condra ask you to estimate the cost? That is
12 what you would charge for repairing and completing the existing
13 project?

14 A Yes.

15 Q Did you give her a price on that?

16 A It looks like I did, yes.

17 Q You have in front of you exhibit six. Is that the
18 estimate that you gave Miss Condra for completely finishing or
19 repairing and refinishing the work?

20 A It looks like it, yes.

21 Q What was total price?

22 A It looks like \$90,465.

23 Q And does that fairly reflect what you saw as needed to
24 repair and finish the project?

25 A Yes.

1 Q Was Miss Condra able to afford that much and enter into
2 an agreement for that?

3 A I know we didn't end up doing that much so whether she
4 could afford it I can't answer. I just know we downsized the
5 original thought and went with what we ultimately did.

6 Q Did you end up doing compromised work and materials to
7 finish the project? That is did you come compromise on some of
8 the things you had put in your \$90,000 estimate?

9 A We didn't do some of the things that we put in the
10 \$90,000 estimate.

11 Q Do you remember things that you had to leave out?

12 A I know that she wanted to finish a master bathroom and
13 she wanted to redo the hall bathroom. Beyond that I don't
14 remember big things that I can recall that we left out of what
15 had already been started for the most part.

16 Q At her request did you reprice the job at lesser amount
17 of work?

18 A I think we basically removed the things that had to do
19 with the bathrooms and maybe other things I can't remember. But
20 yes, we basically said if we're going to eliminate these this is
21 what it should be to do them and that's what we did.

22 Q Would you look at what's already marked as exhibit
23 seven in front of you. Is the first two pages of that for
24 \$50,945 is that the revised estimate you gave after the things
25 were omitted?

1 A Yes.

2 Q And did she ask you to do that work that's reflected in
3 those first two pages?

4 A She did.

5 Q And the last four pages of that exhibit, what are they
6 those? What is that?

7 A What is that?

8 Q Yes, sir.

9 A That's basically a recap of what her expenses were.
10 There were two invoices sent to her which came to the total
11 price of -- well, the first one \$32,460 and the second one was
12 19,441. And then she added some extras at the bottom the page.

13 So, the first initial one was 32,460 and the second one
14 with the extras that she paid was 21,982 and whatever that math
15 is what she paid me.

16 Q Does 54,000 sound right?

17 A Yes.

18 Q When you you say "extras", do you mean things that came
19 up?

20 A Things that were not discussed when we I guess
21 downsized it, if that's how you want to say it, to the second
22 estimate. So the things at the bottom of the page where it says
23 extras they weren't part of this the first page.

24 Q And these prices that you gave her both for the total
25 completion of the job and the modified completion of the job,

1 were those reasonable and customary prices in the industry at
2 that time?

3 A Yes.

4 Q And did she pay you roughly the \$54,000 after you
5 finished the work?

6 A She paid me draw one, which was invoice one, during the
7 phase and then she paid the conclusion after everything was
8 done.

9 Q Did you require her to pay anything in advance?

10 A No.

11 Q And if you were to go back now in the future and finish
12 everything that was in \$90,000 estimate would that require
13 additional time at her house and would be in the state of
14 construction flux?

15 A If we went back in and finished the bathrooms you're
16 asking me?

17 Q Yes, sir.

18 A That portion of the house would be in construction
19 flux, sure.

20 Q And you got -- I want to show you one other exhibit
21 please. This is exhibit eight which is already in evidence.
22 Does that reflect the building permit that you got when you
23 agreed to take over this job?

24 A It appears to be, yes.

25 Q Did your subcontractors also get permits?

1 A I don't recall and I don't do a lot of business in Rock
2 Hill so I'm not sure if they required permits or if they all
3 worked under my permit. I truthfully don't know off the top of
4 my head.

5 Q Are they shown on that record any subcontractors?

6 A I will take a look.

7 The electrician and the plumber are shown on this. So very
8 possibly they had to pull permits. I just don't know what the
9 standard is in Rock Hill. This is I think the first permit I
10 ever pulled in Rock Hill and since have not pulled another one.

11 Q And did you get a CO for the house the end of March,
12 2018?

13 A Whenever the final inspections were done.

14 Q So your work started -- when does that exhibit indicate
15 you applied for the permit or it was issued?

16 A It says it was issued 12/21/17 and I don't know if
17 that's me or the previous guys that did it. Then I see another
18 date, final building all trades dated 3/20/2018 by Danny
19 Sturgies.

20 Q Does that comport with your memory that your work there
21 took maybe January, February, March and some of April?

22 A Yeah. I was seeing if I had a date. It looks like I
23 invoiced on 3/21, so I wouldn't have invoiced until we had
24 passed all inspections. So that looks like it makes sense at
25 least.

1 Q And your estimates and the ending price that you gave
2 Miss Condra, are those consistent with prices that the industry
3 generally would have provided to her?

4 A Yeah, yeah.

5 Q Would you answer any questions the other gentleman may
6 have?

7 A Sure.

8 THE COURT: Mr. Boyd.

9 CROSS EXAMINATION

10 BY MR. BOYD:

11

12 Q Good afternoon Mr. Shamp. Let me -- if I can see -- I
13 just wanted to look at documents.

14 A Go ahead.

15 Q Did you enter into a written contract with Miss Contra
16 for these?

17 A Whatever is on the modified was what I had sent her.

18 Q Okay. Well, I'm looking at exhibit number seven. Is
19 that the modified list?

20 A Fifty thousand or whatever the number is.

21 Q I got total inside cost \$28,700 and then total estimate
22 \$50,945?

23 A Yup.

24 Q Okay. And basically is this it, she signed and you
25 signed?

1 A Yes.

2 Q But there was no other contract besides that? Nothing
3 in writing?

4 A Not that I'm aware of, no.

5 Q And basically in this exhibit number seven you list
6 what you're going to do and the prices of what you're going to
7 do, is that correct?

8 A Yes, sir.

9 Q And basically you're going to do certain -- or finish
10 certain renovations in the house, is that correct?

11 A Correct.

12 Q And I believe you stated that when you got there or
13 when you you first looked at it, it looked like it was in the
14 middle of a construction project and basically it wasn't
15 finished, is that correct?

16 A That is correct.

17 Q Okay. Now, if you had come in and the project hadn't
18 been started and you had to do the demolition part and the
19 tearing out part would your prices have been higher?

20 A It would have.

21 Q So the fact that the work had been partially done
22 already lowered your actual estimate, is that correct?

23 A There was some value to what had been done, yes.

24 Q And can you give a figure on that?

25 A I really can't because I never really saw what they

1 MR. BENSON: That's all.

2 THE COURT: Miss McDow?

3 MS. MCDOW: Nothing further, Your Honor. Ask if
4 Mr. Shamp be excused.

5 MR. BENSON: No objection.

6 THE COURT: Any objection Mr. Boyd?

7 MR. BOYD: No objection.

8 THE COURT: You are excused. Next witness.

9 MS. MCDOW: Your Honor, we call Mike Nugent.

10 MICHEAL NUGENT, called as a witness, having been
11 duly sworn by the clerk, was examined and testified as
12 follows:

13 DIRECT EXAMINATION

14 BY MS MCDOWD:

15 Q Mr. Nugent will you tell us your full name and where
16 you are employed please.

17 A Michael Joseph Nugent. I am the building official for
18 the City of Rock Hill.

19 Q What does it mean to be the building official for the
20 city?

21 A Well, lots of things every day. Basically what I do is
22 I take care of our building inspection department and work with
23 our permitting staff to make sure that the building codes are
24 administered correctly throughout the community and people are
25 safe.

1 Q And as such are you trained and familiar with the
2 building code that is applicable in the City of Rock Hill?

3 A Yes, I'm a internationally certified building official,
4 so yes.

5 Q And are you also familiar with the licensing
6 requirements for residential building within the City of Rock
7 Hill?

8 A I am to an extent, but we don't administer that.
9 That's done by the State of South Carolina.

10 Q Do you get into in deciding whether a permit should be
11 issued to someone?

12 A Yes.

13 Q And are the records, permitting records for the city
14 are they kept under you supervision?

15 A Yes, ma'am.

16 Q My questions from here on out I will limit to
17 residential construction so I won't have to keep saying
18 residential.

19 A Okay.

20 Q One thing you might could explain to us before we start
21 that is the difference between a licensed general contractor and
22 a licensed residential builder.

23 A It really has to do with two things. Obviously
24 professional proficiency but also economic proficiency. So when
25 you start getting into commercial construction those licenses

1 electrician under the specialty contractor laws, is that person
2 only authorize to do electrical work?

3 A I don't think they have specialties for those any
4 more. I think you have to have electrical license to do those.

5 Q Someone who's licensed as a residential -- full
6 residential builder can that person legally do each of those
7 specialties himself or herself?

8 A Yup. They can do everything.

9 Q So let's turn to residential construction. Generally
10 speaking when does that kind of construction require a permit
11 from the city?

12 A We have a list in our code, municipal code, that says
13 when you don't need a permit for. Among those things are
14 carpeting, cabinetry, painting. Things like that you don't need
15 permits for. But any type of construction where you are
16 physically building walls, building stairs, decks, porches,
17 patios, masonry, retaining walls over four feet in height, those
18 things all require a permit.

19 Q And do they -- what's the purpose of requiring a permit
20 from those types of work?

21 A What it does it gives us the opportunity number one, to
22 review the scope of project to see what level submissions are
23 needed so we can establish compliance with the codes. But it
24 also gives us the ability as part of the service we provide we
25 do inspections throughout the process to make sure it's safe and

1 compliant.

2 Q Any time a permit is required for construction does
3 that also bring with it the requirement of an inspection and
4 approval by the city?

5 A Yes. Yes.

6 Q And the purpose of that is safety?

7 A It is.

8 Q And is it appropriate to summarize that the things that
9 do not need -- do not require a permit are mainly aesthetic?

10 A Yes, and a couple of other things. Like say for
11 instance you wanted to take this light out of your home and add
12 a different light fixture in the same place, again, that
13 wouldn't require a permit. If you pull a sink out of your
14 kitchen and put a new sink in same place with the same plumbing
15 and you just kind of screw the connections together that
16 wouldn't require a permit either.

17 Q How about changing out windows in a home. Does that
18 require a permit?

19 A Yes, it does.

20 Q And doing any masonry work generally does that require
21 a permit?

22 A Unless maybe it were like veneer on the exterior of the
23 structure. That may require a permit when you think about it
24 because you do for vinyl siding, so the answer is yes.

25 Q Now, I understand there are two ways that -- for a

1 project that requires a permit, can a homeowner act as their own
2 project manager?

3 A They can, and they're allowed. If it's your home that
4 you going to live in for two years after occupancy -- after we
5 do our final inspections -- then you're allowed to do actual
6 physical construction yourself within your home. And when I say
7 that that's not the trades like electrical, plumbing, heating
8 that kind of stuff. But you can build a deck. That kind of
9 stuff. So a homeowner can do that and then those other trades
10 associated with it that need licensees, then you can coordinate
11 that but they still need to get their own permits for that work.

12 Q If a homeowner decides to try being his or her own
13 project manager, does he have to apply for -- he or she have to
14 apply for and get the permit.

15 A Yes, and the form that tells us that they going to live
16 there for two years is part of that. They have to sign that and
17 have it notarized.

18 Q And does that applicant have to submit plans or
19 proposals to you for review?

20 A Just like any other applicant they would have to
21 provide sufficient detail to establish compliance with the code.

22 Q What about specialty contractors that the homeowner
23 proposes to use such as plumbers, electricians, do they also
24 have to get permits for their part of the job?

25 A Yes. Yes.

1 Q And what's the purpose of requiring permits in those
2 situations?

3 A What happens especially with electrical, plumbing and
4 HVAC, those are things that can do serious damage and/or injury
5 to people in homes. We want to make sure that they're at the
6 codes at the state level that give us guidance on what we should
7 be looking for. This gives us the opportunity to make sure the
8 compliance with the coded translates to safety for the people
9 who live in the building.

10 Q And then if a homeowner decides to use a licensed
11 professional to supervise the job rather than doing it himself
12 or herself does that licensed professional have to get a permit?

13 A Yes.

14 Q And when such a person applies for that permit does the
15 city review the status of that person's license to make sure
16 that they have the training and legal ability to do that work?

17 A We do that for all permits that are issued from our
18 office. We make sure that the person has the license they need
19 to.

20 Q You confirm that whenever a permit is applied for?

21 A Absolutely.

22 Q Now, when a licensed builder applies say to do a
23 remodeling project for a home in the city and it's going to
24 involve specialty contractors -- specialty subcontractors, do
25 those speciality subs also have to apply to get a license for

1 the scope of their work?

2 A If it's a homebuilder they can list their
3 subcontractors on the same permit. They have to give us all
4 their license information and all that stuff so we check those
5 things. But for the customer's benefit we allow them to do it
6 on the same permit.

7 Q All the way down you check and confirm licensing for
8 all the subs whether the homeowners doing it?

9 A Yes. We would.

10 Q Now, what if a homeowner starts out as her own I'll
11 just say general contractor, but then decides to put a
12 professional in charge. Let's say the homeowner has gotten the
13 proper permits but the homeowner decides it's more than he or
14 she can handle and turns it over to a construction professional.
15 What has to be done about the permits if that happens?

16 A We treat it just like if a contractor was changed
17 during the process so they would come in and file a new
18 application for permit. The technical submissions may be the
19 same. If the scope hasn't change the plans may all carry
20 through but we do change the contractor for the record and check
21 their licenses.

22 Q Okay. And is it required that that be reported to you
23 and the permit changed if that happens?

24 A Yes.

25 Q Who normally -- who generally reports and gets that

1 changed permit when that happens?

2 A Typically the contractor would do that. They would
3 come see us. They'd notify us.

4 Q And again, would that contractor have to have the
5 necessary license in order to get the revised the permit?

6 A Yes.

7 Q What if the scope of work that has already been
8 permitted expands beyond the original permit, what has to be
9 done to keep -- to stay in compliance with permitting laws?

10 A It's actually pretty common. We do change orders or
11 sometimes it gets so big it turns into a whole new project.
12 We're notified throughout the process and whatever submissions
13 we need for plans or specifications have to be filed for review
14 and approval.

15 Q And if there are substantial changes in the scope is it
16 required that that be reported to you --

17 A Yes.

18 Q -- and permitted

19 A Yes.

20 Q When application for a permit and there is a licensed
21 person in charge of doing that work, what is your experience
22 about who usually gets the permit; the licensee or the
23 homeowner?

24 A We typically unless for some reason absolutely
25 impossible for the licensee to get it, we make them get it

1 because we don't want someone using someone's license without
2 their knowledge so we make the contractor do it.

3 Q Do you expect licensed builders and subcontractors
4 working in the city to know their obligations about permits?

5 A We do.

6 Q If a job starts out -- let me start that over.

7 If a residential builder or residential specialty contractor
8 begins work or undertakes work on a project, do you expect that
9 person to check to make sure that the permitting is adequate to
10 cover that work?

11 A Yes.

12 Q And will the permit that have been issued reflect
13 whether it is or not?

14 A They have a pretty specific scope outlined. It's not
15 like a general fix the house kind of thing. It has very
16 specific outlines with plans.

17 Q And will any permits that have already been issued will
18 they specify what subcontractor have been authorized to do work?

19 A Yes.

20 Q Will they specify the residential builder who has been
21 authorized to do the work?

22 A Yes.

23 Q So reading a permit would reveal all of that to anyone,
24 is that correct?

25 A It will. What will happen like in some circumstances

1 those individual plumbers, electricians and mechanical people
2 would have permits of their own. So if you read the building
3 permit you might not get all that information because there is
4 three other permits that go along with it. Although there's
5 probably a note on there saying see that permit.

6 Q With regard to Kimberly Condra's house at 1497
7 Alexander Road in Rock Hill, do the city's record show that Miss
8 Condra initially got a permit to do some work under her own
9 supervision?

10 A Yes.

11 Q I am going to show what has been marked as defendant's
12 8B. Does that appear to be an accurate copy of the permit that
13 Miss Condra got?

14 A Yes.

15 Q And what is the scope of work that was authorized by
16 that permit.

17 A Approval to remove and replace kitchen cabinets,
18 removal and replace windows, patch floors, remove non-bearing
19 walls, partial load bearing walls and subs will pull separate
20 permits. Then there is a project number that shows us where all
21 technical submissions and plans are.

22 Q And did she in fact submit building plans or remodeling
23 plans drawn by an architect to the city?

24 A I would say probably not. I didn't review that portion
25 of the file, but typically for residential project you don't

1 have to. We need to have plans with specific detail so we can
2 establish the code compliance, but they don't need to be sealed.

3 Q And at that time, April, May, June of 2017 did the subs
4 she was proposing to use also get their own permits?

5 A Yes.

6 Q Between say June of 2017 and December of that year, was
7 there any other permit activity reflected by the city's records?
8 Any other applications?

9 A A plumber came and went. Like applied for a plumbing
10 permit like on Halloween and then withdrew on November 2nd I
11 think it was.

12 Q What does it mean when someone withdraws from a permit
13 they got?

14 A A contractor has the right to remove their name if
15 things don't go well. If they're not paid or whatever they have
16 the right. If the scope is way more than what they thought they
17 have the right to just say I quit.

18 Q And is it -- if a builder or subcontractor has decided
19 for whatever reason they're not going to do the work, do they
20 close their permit with you?

21 A They generally do. I mean, especially if they are
22 people that work regularly in the area and know the city they
23 will do that just because of their reputation and stuff like
24 that too.

25 Q And if Miss Condra had decided after getting her

1 supervision permit, if she had decided to -- let me rephrase
2 that.

3 If the scope -- if Miss Condra's scope of work under the
4 original permit expanded if she was still going to supervise
5 have to come back and get a revised permit?

6 A Yes.

7 Q And if she had switched to using a residential
8 homebuilder would that person have had to come back?

9 A Yes.

10 Q Did anything like that -- do the records reflect
11 anything like that happening before December of 2017?

12 A No.

13 Q Do you know how the city found out that a new builder,
14 that is Greg Childers and new subs had taken over the project at
15 1497?

16 A I think we scheduled a courtesy inspection for -- and I
17 don't know who requested it, but one of our inspectors went over
18 there to evaluate the progress of the work and found that the
19 work had exceeded the scope of the original work and also found
20 that the contractor that was on the premise I think didn't have
21 a license so we actually issued a stop work order.

22 Q And did the city also find that no new permit or
23 revised permit had been applied for?

24 A We found there was no permit.

25 Q A stop work order means what?

1 did the work was the work ultimately inspected and a certificate
2 of occupancy issued?

3 A Yes.

4 Q Thank you Mr. Nugent. These gentleman will have some
5 questions.

6 A Thank you.

7 THE COURT: I just have one question.

8 THE WITNESS: Yes, sir.

9 THE COURT: If an owner is working as sort of
10 their own contractor like as the process you
11 described, do they have to physically do the work
12 themselves or can they say get their buddies from church
13 over and help them build a deck.

14 THE WITNESS: They often do that.

15 THE COURT: So it's okay for them to hire
16 unlicensed people to help them out.

17 THE WITNESS: Not hire them but if they have
18 friends or relatives helping them. If they're paying
19 someone to do something then that's --

20 THE COURT: Even it's not an electrical or
21 whatever.

22 THE WITNESS: That's hiring a contractor, yes.

23 CROSS EXAMINATION

24 BY MR. BOYD:

25 Q Good afternoon.

1 A How are you?

2 Q Just fine. I'm just showing you this residential
3 building permit. Let me get my glasses.

4 A Sure.

5 Q Showing you Defendant's Exhibit 8B and this is the
6 residential building permit that Kimberly Ann Condra got, is
7 that correct?

8 A It is and this is really the weather card. This is
9 what you place on the building and then is this application that
10 goes along with it.

11 Q And actually the original is yellow that was put on the
12 building?

13 A Yes.

14 Q So basically that's the sign to show anybody that work
15 is being done on this house, is that correct?

16 A It is, and if one of our staff is driving by and they
17 see the yellow card up there and they see the they see work
18 going on they assume it's okay.

19 Q And basically this gives her permission to do the
20 things, has permission to and it lists what she gets to do?

21 A That's correct.

22 Q And where there's contractor it says Kimberly Ann
23 Condra, does that mean she's the self-contractor?

24 A She really is, yeah.

25 Q Okay. Now, to follow up on the judge's question to

1 you, this authorizes Miss Condra to do the work in the house, is
2 that correct?

3 A Yes.

4 Q It also authorizes her to get help doing the work from
5 other people, is that correct?

6 A I think she can if she has friends helping her but if
7 the person sells their services to help then that's a different
8 type of relationship.

9 Q So if Miss Condra was paying people to do work in her
10 house under this permit she was in violation of the law, is that
11 correct?

12 A She may have been if it's a building contractor work
13 for sure.

14 Q Okay. But if she is saying -- having people come in
15 and remove and replace kitchen cabinets, remove and replace
16 windows and paying them to do it then that's a violation of the
17 law?

18 A You're not allow to do that. That's correct.

19 Q Now, if she gets a subcontractor to come in and do a --
20 is she able to hire a subcontract to come in who pulls their own
21 permit?

22 A She could. That person would have to be properly
23 licensed and they would come in and do whatever chore that she
24 selected.

25 Q All right. And would a framer have to -- would she be

1 allowed to pay a framer to do the work without pulling his own
2 contract?

3 A No.

4 Q Okay. Now, I want to show you another document,
5 Defendant's Exhibit 1 and this is entitled homeowner builder
6 disclosure statement. Are you familiar with this type form?

7 A I am. Actually what it does it tells us, it tells the
8 world, that she was responsible for this work and it also
9 indicates that she has to live in the home for two years after
10 the permits are closed out and it gets filed with the register
11 of deeds.

12 Q Okay. And this was apparently filed with the register
13 of deeds, is that correct?

14 A Yes.

15 Q Okay. Now, one part of this contract provides that the
16 -- and it's highlighted, "You may not hire an unlicensed person
17 as your residential builder --

18 MS. MCDOW: Your Honor, I need to --

19 THE COURT: Hold on Mr. Boyd.

20 MS. MCDOW: -- interpose an objection to Mr.
21 Boyd's characterization of that as a contract.

22 MR. BOYD: I don't think I called it a contract.
23 If I did I misspoke.

24 Q One of the provisions of this statement, this is a
25 disclosure statement, is that correct?

1 A Yes.

2 Q If I called it a contract I misspoke. But it's
3 highlighted here that you may not hire an unlicensed person as
4 your residential builder or specialty contractor, is that
5 correct?

6 A Correct.

7 Q And it says it is your responsibility to make sure that
8 people employed by you have licenses and require by state law
9 and county or municipal license ordinances, is that correct?

10 A That's correct.

11 Q So if an individual who is self contracting decides to
12 hire a residential builder, it's up to that individual to check
13 and make sure that that person is licensed, is that correct?

14 A They would, and on top of that they would have to come
15 to us and get kind of a amendment to the permit to include the
16 new person and we would double check that.

17 Q Okay. But -- and basically, there are certain ways you
18 can check to see if someone a licensed builder, is that correct?
19 You can ask the person to show them the license one thing,
20 right?

21 A Yes.

22 Q You can also go on the website.

23 A LLR.

24 Q LLR and it lists all the people who are licensed?

25 A You can search by specialties. You can search by the

1 type of contractor, by counties, by names, by companies.

2 Q And that was true in April of 1917, is that correct?

3 A Yes, sir.

4 Q And do you know if that is explained to people how do
5 to do that when they apply for these licenses?

6 A We don't, no. I usually have that discussion when
7 something has gone wrong.

8 Q Okay. As long as the -- and basically from the city as
9 long as this permit, which is exhibit D8, as long as this permit
10 is on the house, the person is representing that they are still
11 the contractor, is that correct?

12 A That the facts of that permit are still in effect.

13 Q And the -- thank you. That's all the questions I have.

14 A Thank you.

15 THE COURT: Mr. Benson.

16 MR. BENSON: Thank you, Your Honor.

17 CROSS EXAMINATION

18 BY MR. BENSON:

19 Q My name is David Benson. We talked once or twice
20 before.

21 A Yes, sir. Yes, sir.

22 Q If I understood you correctly, if Miss Condra were to
23 hire people to remove and replace kitchen cabinets, remove and
24 replace windows, patch floors and remove load bearing walls, she
25 would be in violation of this permit?

1 A She would be. And just to clarify things with the
2 cabinets although it's listed do not require a permit.

3 Q But windows do?

4 A Oh, yes, and the framing does and all that stuff.

5 Q So when she applied for the permit she would know that
6 she needed a -- that if she did it herself it's okay, but if she
7 hired someone she would be in violation?

8 A In this disclosure closure here this has to be signed
9 and sealed before the permit is issued and it further
10 re-enforces those conditions.

11 Q So, its made very clear that it's her responsibility
12 and her responsibility alone to make sure that the people who
13 worked for her are licensed?

14 A I don't know about alone though because if someone is
15 doing work without a licensed it's their responsibility as well.

16 Q Right. Correct, but it's the homeowner's
17 responsibility?

18 A There is responsibility of the homeowner, yes, sir.

19 Q And it's incumbent upon her to check?

20 A She should, yeah.

21 Q More than just say, hey, do you have a license? She
22 should ask to see it?

23 A Yeah.

24 Q Or check the website?

25 A I would absolutely recommend that a hundred percent of

1 the time.

2 Q And when a person decides ah, this is too big for me.
3 I'm going to hire someone to come and do it, it is the
4 homeowners responsibility to come to you and say I'm changing?

5 A Ultimately, yes. Typically the new contractor would do
6 that for her, or the owner. They do it all the time. The owner
7 is ultimately always responsible for their property.

8 MR. BENSON: Thank you.

9 THE COURT: Miss McDow, any redirect?

10 REDIRECT EXAMINATION

11 BY MS. MCDOW:

12 Q Mr. Nugent, looking again at that owner/builder
13 disclosure statement. Who is the homeowner responsible --
14 agreeing to be responsible to when they are signing this?

15 A It's actually a state statute. So it's the State of
16 South Carolina.

17 Q And the City of Rock Hill as a subdivision I assume?

18 A We're not the licensing authority for the state. So if
19 someone violates a licensing law other than our city business
20 license then that would be a matter for LLR to deal with. We
21 assist at times with them giving them information and that kind
22 of thing but it's really ultimately a state function.

23 Q This disclosure statement you don't have it signed in
24 order to interfere with contracts do you?

25 A No.

1 Q And the fact that a homeowner signs it does that
2 absolve anybody from doing unlicensed work that requires a
3 license?

4 A No. No. The contractors are responsible to have a
5 license to do the work they're doing.

6 Q And does it absolve any of the builder, contractors
7 from having to have a properly issued permit for their work?

8 A No.

9 Q And if a subcontractor or a contractor shows up and
10 sees a building permit at the property is it that person's
11 obligation to check that permit and make sure that his or her
12 work is covered under it?

13 A They should.

14 Q Thank you.

15 THE COURT: Recross Mr. Boyd.

16 MR. BOYD: None, Your Honor.

17 THE COURT: Mr. Benson.

18 MR. BENSON: Very briefly.

19 RE CROSS EXAMINATION

20 BY MR. BENSON:

21 Q I think you said the contract -- not contract, the
22 orange permit or yellow permit or whatever --

23 A The weather card.

24 Q Yeah. It's clearly visible from the road?

25 A It should be.

1 yourself and where you live.

2 A McConnells. Been in McConnells for most of my life.
3 I'm in my early sixties and have lived there like I say most of
4 my life. Let's see. Retired HR manager. Spent 37 years doing
5 HR and financial work.

6 THE COURT: Ma'am, will you spell your name for
7 the court reporter.

8 THE WITNESS: I'm sorry.

9 THE COURT: Would you spell your name for the
10 court reporter, please.

11 THE WITNESS: Spell my name. Cheryl, C-h-e-r-y-l.
12 Forlines, F-o-r-l-i-n-e-s.

13 Q And you do guardian ad litem work now?

14 A Correct. I do some volunteering with the guardian ad
15 litem.

16 Q So this is probably not an unfamiliar setting for you?

17 A Exactly.

18 Q Miss Forlines, do you know Greg Childers?

19 A I do.

20 Q Do you also know his brother Steve Childers?

21 A I do.

22 Q Have you -- did you have a project back in 2018 that
23 involved remodeling a house?

24 A It did, yes.

25 Q Would you tell the judge what was involved in that and

1 what you decided to get done?

2 A It was my daughter's rental house. The project that we
3 are talking about, daughter's rental house. It needed some
4 floor work. Just sprucing up or that's what I thought and we
5 got into it and I hired Greg to do that.

6 MR. BOYD: Your Honor, I'm going to interpose an
7 objection here.

8 THE COURT: Yes, sir.

9 MR. BOYD: Your Honor, I think going into another
10 contract with another person is not relevant and I
11 think it also violates the evidence rule 404. That's
12 it's prejudicial. It's not relevant to this matter.

13 THE COURT: Miss McDow.

14 MR. BOYD: It's an entirely different contract.

15 MS. MCDOW: Well, I hope it's prejudicial. But
16 Your Honor, this goes specifically to this is another
17 instance very much like Miss Condra's. Only this one
18 happened, as you will hear from the testimony, after
19 Greg Childers had been enjoined, fined and enjoined
20 buy the LL -- SCLLR and told not to do any further
21 unlicensed work. He did it again and that's what the
22 Court will be hearing about. Not only is that
23 pertinent to punitive damages, but it also goes to
24 show repeated act in violation of the unfair trade
25 practices act.

1 MR. BOYD: Your Honor, if I may be heard on that.

2 Your Honor, I guess the testimony -- assuming the
3 testimony is and I think it will be Mr. Childers did
4 work unlicensed on another project even after he has
5 been enjoined, unfair trade practices requires a
6 deceptive act. Certainly it's a violation of the law
7 for Mr. Childers to do that but every violation of the
8 law is not necessarily a deceptive act. It's two
9 different things. And under the unlawful trade
10 practices act I would submit just the mere fact that
11 he did a job when he was unlicensed is not necessarily
12 a deceptive act at all. So to try to put in evidence
13 that he did other jobs unlicensed is not -- doesn't
14 go to deceptive act under unfair trade practices.
15 Again, it's illegal. It's improper, but deceptive is
16 entirely a different standard.

17 MS. MCDOW: Your Honor, it's not limited to
18 deception. The phrase is unfair or deceptive act in
19 trade or commerce. But this is clearly -- and I'll
20 lay more of a foundation about what was told or not
21 told to Miss Forline in order to get her to hire Mr.
22 Childers.

23 THE COURT: Just to make sure, the relevance that
24 you're arguing is under the unfair trade practice act
25 you're showing the repetition of the act?

1 MS. MCDOWD: And also for purposes of punitive
2 damages under the fraud act and of course it's
3 somewhat res gestae because it also tends to show that
4 his first act with Miss Condra was not inadvertent.
5 That he continued the same type of deception again.
6 But certainly it goes to punitive damages to show that
7 he repeated an act even after he was enjoined from
8 doing so.

9 THE COURT: Mr. Boyd, it seems like to me it comes
10 in. I'm looking 404B. Obviously it's not a criminal
11 case. The evidence of other wrongs is not admissible
12 to prove the character of a person acted in conformity
13 therewith. However, it maybe admissible to show
14 motive, identity, the existence of a common scheme or
15 plan, the absence of the mistake or accident or
16 intent.

17 In this case I think elements of unfair trade
18 practice cause of action. In a jury trial we might
19 have had to bifurcate this sort of evidence, but I can
20 separate the two things.

21 MR. BOYD: Your Honor, even under that, under
22 these circumstances I mean, even if there's a contract
23 to do work for Miss Forlines -- I think it was
24 actually an oral contract -- I think there has got to
25 be some evidence that shows also that the work he was

1 doing is work he would be required to be licensed to
2 do. It gets into all kinds of issues where
3 essentially trying an entirely different case.

4 I mean, Miss Forlines sued Mr. Childers in
5 Magistrate Court. Got a judgement against Mr.
6 Childers. I got the complaint here. Did not allege
7 he was an unlicensed builder. Did it on a straight
8 breach of contract theory and got a judgement against
9 him. So, we are getting into details of what kind of
10 work he was doing. Whether that work requires
11 licensing. I think that would require some expert
12 testimony. What was in the court case she had was a
13 straight breach of contract. So we are just opening
14 --

15 THE COURT: I'll treat it as a proffer of
16 testimony, Miss McDow, and I'll make a ruling after I
17 hear.

18 Q Miss Forlines, did you engage Greg Childers to remodel
19 the house you mentioned?

20 A Yes.

21 Q Substantially, what did that remodeling require to be
22 done?

23 A Well, there was some bathroom work, some floor work,
24 some kitchen floor work and Greg estimated it to be something in
25 the neighborhood of \$10,000 or \$12,000. And so I fronted him

1 money of about \$7,000 which there was basically no work done and
2 as Mr. Boyd mentioned there's a lien.

3 Q And did that start in July of 2018?

4 A To my recollection.

5 Q I am going to show you two documents. Do you recognize
6 these?

7 A Yes.

8 Q What are those?

9 A Checks that I wrote in advance to Greg.

10 Q And they total how much?

11 A \$7,000.

12 MS. MCDOWD: We submit that, Your Honor, into
13 evidence.

14 THE COURT: Any objection?

15 MR. BOYD: Well, I think this is a proffer at this
16 point so for purposes of a proffer, no.

17 THE COURT: I understand.

18 MR. BENSON: I have no objection either way.

19 THE COURT: Mr. Boyd you're reserving your
20 relevance objection that you made. Okay.

21 (WHEREUPON, Plaintiff's Exhibit 13 was received in
22 evidence.

23 Q Miss Forline, how did you happen to pick Greg Childers
24 to do the work?

25 A Well, we had had an addition done to our own house a

1 year or so before and Steve had employed Greg on his team and I
2 employed Steve to do that work. So when Steve got out of the
3 business it was pretty easy to say, okay, Greg, are you
4 interested? So, yeah, it was kind of what we thought. Yes.

5 Q Had Steve and Greg worked together on the remodeling of
6 your own house?

7 A Actually, Greg worked for Steve, yes.

8 Q About how long did that take?

9 A That was like two month exercise I guess. Yeah.

10 Q Was Greg involved throughout?

11 A Yes.

12 Q When you asked Greg to do this work, what was to be
13 done on the bathroom for example.

14 A It was -- the floor had some rot and so he took the
15 toilet up and the floor up and the sheetrock off the walls. By
16 the time it was completed it was in worse shape then when we
17 started actually.

18 Q Did that involve plumbing work?

19 A There was -- it should have had some plumbing work. We
20 didn't get that far.

21 Q The remodel on your daughter's house, the rental house,
22 did that involve electrical work or was it suppose to?

23 A It should have had some electrical work but we didn't
24 get that far.

25 Q Is that house in the city or county?

1 A It's in the county.

2 Q When you engaged Mr. Childers to do that work did he
3 tell you he was unlicensed?

4 A I didn't ask and I don't think he said.

5 Q Did he say anything to you about the possibility of
6 needing a county permit for the work?

7 A Didn't mention it.

8 Q Did he tell you when you hired him that he had been
9 ordered by the residential builders commission some five months
10 earlier not to do any further unlicensed work?

11 A No.

12 Q Did you have any idea that had happened?

13 A Did not have any idea about that.

14 Q After you hired Greg Childers and you had paid him this
15 \$7,000, did he do the job?

16 A No.

17 Q How long did you spend trying to get him to do the
18 work?

19 A I worked with him over a year.

20 Q Did he ever come back and finish?

21 A No.

22 Q Did he do anything substantial?

23 A No. Demolition. Sorry. Demolition is what happened.

24 Q And did you end up suing him and getting a judgement
25 against him in Magistrate Court for the \$7,000?

1 A Yes.

2 Q And has he paid any of that?

3 A No.

4 MS. MCDOW: Thank you. Please answer any
5 questions.

6 THE COURT: Mr. Boyd. Mr. Benson.

7 CROSS EXAMINATION

8 BY MR. BOYD:

9 Q So he came and he did some demolition work, is that
10 correct?

11 A Yes.

12 Q And how long did that take?

13 A It was on an off year. You know, he was in for a day
14 or so and then he would be gone for weeks at time.

15 Q What part did he do the demolition work in?

16 A This is not a large house. It doesn't take a lot to
17 demolition it. But most of the demolition was done in the
18 bathroom.

19 Q Okay. And what square foot house?

20 A About one thousand if that much. Maybe 900.

21 Q And the bathroom?

22 A Bathroom is typical size bathroom. Like ten by ten
23 maybe.

24 MR. BOYD: That's all the questions I have.

25 THE COURT: Mr. Benson.

1 MR. BENSON: Thank you, Your Honor.

2 CROSS EXAMINATION

3 BY MR. BENSON:

4 Q My name is David Benson. I represent Steve. You've
5 known Steve a long time?

6 A Most of my life. I drove his school bus when I was 16
7 year old.

8 Q Steve road the school bus?

9 A I drove. He road my school bus.

10 Q And he did an addition for you?

11 A He did.

12 Q And what kind of addition was that?

13 A It was a dining room.

14 Q And did he do a good job? A bad job?

15 A He did a beautiful job and I would have him back in a
16 heartbeat.

17 Q And Greg worked for him is what you testified earlier?

18 A Greg worked for him.

19 Q It was clear from your observation then that Steve was
20 in charge. Greg worked for him?

21 A Yes.

22 Q And all contract work, all the scope of work, all the
23 pricing and all that stuff was done by Steve?

24 A Yes.

25 Q And you paid Steve?

1 A I paid Steve.

2 Q And when you hired Greg Steve was not around?

3 A Nowhere to be found. He was at another profession by
4 then.

5 Q And he had nothing whatsoever to do with what --

6 A Absolutely nothing.

7 Q Steve didn't recommend Greg?

8 A Don't think so. No.

9 Q Now, Steve did excellent work?

10 A Yes.

11 Q Finished the job. Finished the job on time?

12 A Yes.

13 Q What kind of man is Steve?

14 A He's about that close to walking on water. (Indicating)

15 Q Honest man?

16 A Honest man, yeah.

17 Q He says it you believe it?

18 A You better believe it, yeah.

19 MR. BENSON: Thank you.

20 THE COURT: Anything Mr. Boyd?

21 MR. BOYD: Nothing further from the witness.

22 THE COURT: Miss McDow.

23 MS. MCDOW: No, sir. May Miss Forlines be
24 excused, please?

25 THE COURT: Any objection?

1 addition to Steve. Three of the four should be
2 relatively quick.

3 THE COURT: Okay. We will start at 9:30 tomorrow.

4 (WHEREUPON, the trial was adjourned until 8/21/20.

5 * * * *

6 (WHEREUPON, the trial resumed on August 21, 2020)

7 THE COURT: All right. Mr. Boyd, any motions?

8 MR. BOYD: Yes.

9 THE COURT: All right.

10 MR. BOYD: Your Honor, at this time I move for a
11 dismissal under Rule 41(b) on the grounds that under
12 the facts and the law the plaintiff has no right to
13 relief.

14 I think in analyzing this situation it's
15 important to understand what this case is not about.
16 It's not a cause of action against my client for
17 breach of contract. If there was a cause of action
18 for breach of contract the plaintiff would show that
19 my client had entered this written contract. He
20 didn't perform it in 90 days. He didn't -- he failed
21 to complete the contract therefore we breached the
22 contract. But that's not what is pled. There's no
23 cause of action for that.

24 THE COURT: Was it dismissed at some point or
25 never pled?

1 MR. BOYD: It never was made.

2 THE COURT: Okay.

3 MR. BOYD: And the causes of action -- there's
4 three causes of action. Addressing the first one.

5 THE COURT: Can you just give me the three for my
6 notes here.

7 MR. BOYD: Yes. There's a cause of action for
8 negligent -- I'm sorry. First is the fraud and the
9 inducement. The second is negligent misrepresentation
10 and the third is violation of unfair trade practices
11 act.

12 There's another cause of action against Steven
13 Childers that's not made against my client. The fraud
14 and the inducement and negligent misrepresentation I
15 think only are made against my client, Greg Childers.
16 The unlawful trade practices act cause of action names
17 both my client and Steve Childers both. That's kind of
18 the scenario we're in.

19 Addressing first the fraud and the inducement,
20 Your Honor. There are nine elements of fraud and
21 inducement. I set those forward in my you trial
22 brief. And taking the testimony in the light most
23 favorable to the plaintiff, even if one of those
24 elements fails the plaintiff's whole case fails. They
25 have to prove and I believe the standard is by clear

1 and convincing evidence the plaintiff has to prove all
2 nine of these elements. Particularly addressing
3 number eight which is the plaintiff's right to rely on
4 any misrepresentations. So even if there's a false
5 representation that's material and then even if the
6 hearer was ignorant of it's falsity. Even if the
7 hearer relied on it. If the hearer does not have a
8 right to rely on that statement then the case fails.

9 In this particular case taking the testimony in
10 the light most favorable to the plaintiff the
11 plaintiff had a duty to check to see if my client was
12 licensed. She didn't ask to see his license. She
13 didn't look up whether he had a license. As the Court
14 knows it's on line. It can be looked up on line.
15 It's clear. And if you look at the document she
16 signed that's admitted into evidence. The document
17 when she was acting as her own contractor essentially
18 the document states that it's her responsibility and
19 it uses the word make sure that anybody she hired if
20 she changes was licensed. The law imposes on her a
21 duty to make sure that Greg Childers was licensed.
22 She didn't use due diligence to do that. She failed
23 to ask to see his license. She failed to check to see
24 if his license. The law requires her to do that and
25 she did not do that.

1 In looking at the -- I think if you look at what
2 the Court would charge if this was a jury case every
3 person has to use reasonable diligence for their own
4 protection. The plaintiff can't rely on misstatements
5 of fact if the truth is easily within her reach and in
6 this case the truth was reasonably within her reach.
7 So she could have easily found out wether he was
8 licensed or not.

9 If it's found that the plaintiff relied on the
10 misrepresentations of Mr. Childers the Court still has
11 to determine three things; whether the reliance on the
12 representations was justifiable or excusable, which I
13 submit it wasn't in this case because she didn't
14 check. What constitutes reasonable prudence and
15 diligence with respect to such reliance in this case
16 since the law puts on her a duty to make sure that
17 he's licensed. She didn't use reasonable prudence and
18 diligence and whether what conduct constitutes a
19 reckless or conscious disregard for a -- or a
20 conscious failure to exercise such prudence. In this
21 case she did nothing. So she failed to exercise her
22 duty.

23 In making these determinations the Court takes
24 into consideration several things. The form and
25 materiality of the representation. In this case her

1 testimony is, in taking it in the light most favorable
2 to her, that Mr. Childers made a statement to her that
3 he was licensed. The Court also has to take into
4 consideration the respective intelligence, experience,
5 age and mental and physical condition of the parties.
6 This is not a case where a contract and the things we
7 hear about, where somebody comes and finds an elderly
8 person and says I will do this work for you. The
9 person pays him. The person never shows up. This is
10 not that type of case.

11 In this particular case the plaintiff is an
12 intelligent person. She has a college degree. I
13 believe she said in marketing. She has MBA degree and
14 she has been experienced in the banking industry for
15 many years. So she's a very intelligent person.
16 Taking the age, mental and physical condition of the
17 parties there's really no difference in that that
18 matters in this case. And the relation in respect and
19 knowledge and means of knowledge of the parties. She
20 certainly had the means to check this out and had the
21 way to do that. So, the -- we submit the plaintiff
22 should have known the falsity of the representations
23 even if they were made to her and the plaintiff has
24 failed to prove the elements of fraud in the
25 inducement.

1 Going on to the element -- the cause of action for
2 negligent misrepresentation. The negligent
3 misrepresentation has five elements. And again, if
4 one of those elements fails the plaintiff's case
5 fails. The -- one of the elements, I think the fifth
6 element, is the plaintiff has to justifiably relied on
7 the representations. In this case I'm not going to
8 reiterate, but the same arguments I made on the fraud
9 cause of action apply to the negligent
10 misrepresentation cause of action. The plaintiff did
11 nothing to check out the truthfulness of the
12 representations what I submit she had a duty to do.
13 In addition, she had -- already had a sign in the --
14 the yellow sign in the door. She never removed that
15 even though the law required her. As the individual
16 from the City of Rock Hill testified to it's the
17 homeowner's responsibility. They're the person
18 ultimately responsible. It's often times the
19 contractor that comes and gets the sign and takes care
20 of that. It's the homeowners ultimate responsibility.
21 She got that sign. She had it placed in the window
22 and she never removed it during that entire time Mr.
23 Childers was working on the property. And also on
24 negligent misrepresentation, if plaintiff's testimony
25 is believed, there wasn't a negligent

1 misrepresentation. There was a deliberate
2 misrepresentation. So negligence wouldn't be an issue
3 in the case.

4 The third cause of action, that is unlawful trade
5 practices. And basically the unlawful trade practices
6 act, the plaintiff must show that the act, practice
7 was unfair or deceptive. Now, it is unquestionable
8 that doing work as an unlicensed contractor is not
9 legal. There's a difference between illegality
10 however and doing something unfair or deceptive. I
11 think the fact that their wasn't a license that is not
12 necessarily an unfair or deceptive act. In
13 particular, you go through the same argument in this
14 case. The plaintiff didn't do anything to check out
15 whether the truth of it and the courts I don't believe
16 have ruled that a deceptive -- being an unlicensed
17 builder entering into contract is a deceptive act.
18 Though it's not directly on point on this case because
19 it doesn't deal with unfair trade practices, the case
20 of Lenc versus Walsh which is found 362 S.C. 603.

21 THE COURT: How do you spell Lenc?

22 MR. BOYD: L-e-n-c and Walsh, W-a-l-s-h. 608 S.E.
23 471, a 2005 case. In that particular case the court
24 ruled a homeowner may not recover payments already
25 made to an unlicensed contractor merely because the

1 contractor did not hold a license when the contract
2 was executed.

3 Now, that's not directly on point on this
4 situation because they're not dealing with unlawful
5 trade practices here. But by the court ruling that an
6 unlicensed contractor, that a homeowner is not
7 necessary entitled to receive their money back if they
8 paid an unlicensed contractor the court is -- I would
9 submit if it was per se unlawful or unfair or
10 deceptive act the court wouldn't have ruled that way.

11 In addition, Your Honor, I would submit on that
12 issue we have pled as an affirmative defense estoppel
13 and unclean hands. In this particular case, the
14 plaintiff, does not have unclean hands. The plaintiff
15 entered into -- got a permit to have her building done
16 on her property. Before my client ever came in to it
17 if you take the testimony by the individual from the
18 City of Rock Hill who testified, she actually did --
19 were paying people some of which got permits but the
20 framer I think she said didn't have a permit. Under
21 what the scope of work that she was allowed to do, she
22 either had to do it herself or she could have friends
23 but she couldn't pay people to come in unlicensed and
24 do it. And she was doing that even before Mr.
25 Childers came into the picture. So I submit she

1 doesn't come in to this case with clean hands. She
2 kept a sign up that she had gotten throughout the
3 whole entire time that he was there. No other sign
4 was put up. So I submit she participated in the
5 activity by failing to do that. So she doesn't come
6 in with unclean hands and she should be estopped from
7 trying to come under unlawful trade practices against
8 Mr. Childers because she was doing -- she was
9 performing an illegal act in and of herself.

10 So Your Honor, for all those reasons I would
11 submit that we are entitled to a dismissal under Rule
12 41(b) on all causes of action.

13 THE COURT: Thank you, Mr. Boyd. Miss McDowd.

14 MS. MCDOWD: Thank you, sir.

15 Your Honor, I think the heart of Mr. Boyd's
16 arguments on fraud and negligent misrepresentation
17 were, she should have known better. That it wasn't
18 reasonable to rely on his client telling the truth.
19 Well, there is some entertainment value to that
20 argument because what we've always heard as a joke but
21 I never heard in court before is the defendant who
22 says, yes, I murdered my parents but you should feel
23 sorry for me because now I'm an orphan.

24 The testimony is clearly enough to carry these
25 causes of action to a jury if there were a jury. The

1 testimony has been that Greg Childers lied to Miss
2 Condra to induce her to enter into the contract. He
3 told her he was licensed. He told her he was insured.
4 He promised in the contract everything was going to be
5 done as the law required. So if we don't go beyond
6 anything else we have that. There is no duty in law
7 on her to suspect that he's lying and then go and find
8 out if he is lying or telling the truth nor did she.
9 Nor has there been any testimony that she knew how to
10 find out even if she had questioned his integrity at
11 that point. She testified he's a really good con man.
12 He's really persuasive. She was fully entitled to
13 rely on what he told her and it's no defense. It
14 don't obviate her cause of action for him to say now,
15 gosh, you should have known I was lying. That applies
16 to the negligent misrepresentation cause of action.
17 You know the result of these clearly was that Greg
18 Childers entered into a contract that he not only
19 could not perform legally, but could not perform under
20 the promises that he made to her. That alone is
21 enough to constitute fraud in the inducement. She
22 relied on it. It was reasonable for her to rely on
23 it. Not to guess that he was laying and then to enter
24 into it and to give him her \$52,000. The argument
25 that it was he her responsibility to make sure he was

1 licensed. That may have been her responsibility as to
2 the City of Rock Hill and you have seen that document
3 that she signed and heard the testimony. That
4 obligation to the City of Rock Hill had nothing to do
5 with Greg Childers' obligation to her or vice versa.
6 It doesn't purport to change any of the usual contract
7 or tort common law that applies to the situation.

8 Negligent misrepresentation, same arguments apply.
9 That's sort of a lesser included charge when it comes
10 to fraud. Requires less proof than fraud.

11 THE COURT: Miss McDow, I just pulled up the
12 statute and the language on the disclosure statement
13 is from the statute and it says if you get a permit
14 the way your client did, the statute of tort
15 disclosure says, you may not hire an unlicensed person
16 as your residential builder. It is your
17 responsibility to make sure the people employed by you
18 have the licenses. And you believe that's satisfied
19 merely by asking are you licensed to not verifying?

20 MS. MCDOW: Are you looking at the statute?

21 THE COURT: Yes, ma'am, that's 40-59-260. It's
22 the statutory for the basis for the form that the
23 plaintiff -- the defendant put in.

24 MS. MCDOWD: Well, the duty that creates is the
25 duty to the licensing authorities to the city. It

1 certainly if that duty imposed on the homeowner were
2 intended to change -- if that duty were intended to
3 permit people like Greg Childers to lie to her and
4 require her to assume he's lying and verify that would
5 be absurd. The law, it does not change the
6 obligations he has of common law.

7 THE COURT: One of the elements is justifiable
8 reliance, and you believe your client can say she
9 justifiably relied in light of that statute?

10 MS. MCDOWD: Absolutely. Yes, sir. Now, she may
11 not -- she may have had some -- in not verifying, she
12 may have some obligation to the City of Rock Hill, the
13 State of South Carolina, if they said Miss Condra, you
14 are breaching the law. But it certainly does not
15 change Greg Childers' obligation to tell her the
16 truth. And that's how he is arguing it. I mean, it
17 is you are at fault because you believed me because
18 you thought I had integrity. Of course she is
19 entitled to believe him. I mean, the result otherwise
20 would be absurd. It would mean that people like Greg
21 Childers could lie with impunity in these situations
22 and never be found liable for it because it was a
23 homeowner's responsibility on all counts. But that's
24 not what that statute means.

25 THE COURT: All right.

1 MS. MCDOWD: As to the UTPA there can hardly be a
2 more prima facia unfair or deceptive practice then
3 lying to somebody to get them to pay you \$52,000 and
4 that's the testimony the Court has before it right
5 now. That alone is sufficient. But if you go beyond
6 that and look at statute you see that Greg Childers on
7 the evidence that is before the Court now was entering
8 into a contract that he knew he had no legal right to
9 to enter into or promise. I've quoted the statute
10 about residential builders in my brief. Anything --
11 if someone is going to do work on a residential
12 building -- anything that involves more than \$5,000
13 has to be done by a licensed person. Well, this
14 contract on its face was \$52,000. For speciality
15 contractor anything more than \$200 hundred dollars
16 requires that specialty contractor be registered.

17 THE COURT: Miss McDowd, I haven't read the case
18 that Mr. Boyd cited. Are you familiar with that case?

19 MS. MCDOWD: Not that specific case, no, Your
20 Honor.

21 THE COURT: Mr. Boyd says that case holds that
22 homeowner can't even recover the payment they made for
23 work done by an unlicensed contractor. And you're
24 asking me to award treble damages under the unfair
25 trade practice. That seems inconsistent with that

1 case.

2 MS. MCDOWD: It sounds inconsistent with his
3 rendition of it although he said it is not on this
4 point. I would call the Court's attention to the most
5 recent UTPA case when last week I believe Court of
6 Appeals, Beneficial Finance versus Windham. It's an
7 Appellant case. It's opinion number 5753. But the
8 Court strongly emphasizes responsibility under the
9 UTPA. In fact the courts have moved -- the courts had
10 earlier had sort of moved away from saying its
11 sufficient it happened in this once instance. You
12 have to show repetition. Now they have moved back and
13 in this case they say, no, you don't have to show that
14 this person who did wrong did the same thing again.
15 You only have to show that there was potential for
16 doing it again. And of course we've shown that Mr.
17 Childers did this over and over. Not only before he
18 was sanctioned and told not too but after he was
19 sanctioned and told not to. If those things don't
20 qualify as unfair or deceptive acts then virtually
21 nothing would.

22 I submit there is ample evidence to carry this
23 case beyond the directed verdict stage as to the case
24 against Mr. Childers, Greg Childers.

25 THE COURT: Is any lie made by a contractor is

1 that an unfair trade practice? If an HVAC contractor
2 says, oh, this air conditioner unit is the best they
3 make and that's not true, is that an unfair trade
4 practice that subjects them treble damages?

5 MS. MCDOWD: Well, I think there you're getting
6 into puffing. Here the testimony is that he -- the
7 relevant testimony so far is not that he was going to
8 do it or he was going to do a great job or she was
9 going to be happy with it. It was a specific line
10 about a condition existing at that time. I got a
11 license. I got insurance. If that's not an unfair or
12 on deceptive trade practice really nothing could be.

13 THE COURT: Thank you, Miss McDowd. Brief reply
14 Mr. Boyd.

15 MR. BOYD: In response to the argument on fraud
16 negligent misrepresentation, Miss McDowd basically her
17 argument would be that basically that number eight
18 doesn't apply. The hearer's right to rely on. The
19 statute in this particular case puts an obligation on
20 the plaintiff to check further and she said -- well,
21 her argument based any time there's a lie and they
22 relied on it then its makes the cause of action. It
23 doesn't. I mean, if you look through all the
24 elements, even if there is a lie of the intent of the
25 representation being acted on, even if the hearer is

1 ignorant of the falsity, even if the hearer relies it,
2 unless the plaintiff has the right to rely on it that
3 the cause of action fails. And that's clear.

4 Miss McDowd wants to basically change the law and
5 take out number eight and you can't do that.

6 THE COURT: Thank you Mr. Boyd.

7 Mr. Benson, do you have a motion?

8 MR. BENSON: Yes, Your Honor. Steve Childers, the
9 plaintiff alleged that he was negligent in what he did
10 on the property and also that his actions made him
11 liable under the unfair trade practices.

12 THE COURT: Let me ask if you don't mind start
13 with the same question I asked Mr. Boyd. What are the
14 specific causes of action that asserted against your
15 client? I forgot to bring the complaint out.

16 MR. BENSON: Negligence.

17 THE COURT: Just negligence and unfair trade
18 practice?

19 MR. BENSON: Yes.

20 THE COURT: Okay. Sorry to interrupt.

21 MR. BENSON: Very important. The plaintiff says I
22 am looking to Steve to get back my money. I'm looking
23 to Steve because well, he is not part of the contract.
24 I didn't pay him any money. I didn't give him any
25 directions. He was there. We had some conversation.

1 this and this to find out if they're lying.

2 THE COURT: He didn't lie.

3 MS. MCDOW: No representations, no sir, but the
4 law imposed a duty on him and he breached that duty.

5 THE COURT: Counsel, let me take a few minutes and
6 think about this.

7 MR. BENSON: Before you go, Mr. Boyd and I had a
8 conversation yesterday and he agrees with me that --
9 and I don't want to speak for him. I'll let him speak
10 for himself. But that my client should be dismissed
11 because he's done nothing wrong.

12 MR. BOYD: That's correct, Your Honor.

13 THE COURT: Thank you, counsel.

14 (WHEREUPON, there was a brief recess.)

15 THE COURT: I have considered this matter at
16 length and of course I have been thinking through the
17 whole case. I've heard the evidence.

18 I'm going to deny the motion with regard to Greg.
19 I think there's at least looking at the evidence in
20 the light most favorable to the plaintiff there is
21 enough to go to the fact finder on that issue. I'm
22 going to grant the motion with regard to Steve and the
23 reasoning of the Court is multiple factors. Basically
24 what I've heard in the record is, that Steve was
25 basically a subcontractor brought in to do work which

1 I got the referral letters. Submitted those. Insured myself a
2 -- or acquired a surety bond and end up having to get a worker's
3 comp insurance, liability insurance to go along with that and
4 once you do all that you submit it to the State and they do a
5 background check on you and then they issue you a -- an approval
6 of obtaining to go take a test to obtain a license.

7 I started out as specialty or was going to try and obtain a
8 specialty but I found out that wouldn't allow me to move my
9 business in the direction that I wanted it to go. So I upgraded
10 my speciality application to a residential homebuilders
11 application which would allow me to do more.

12 Q In preparation of doing that did you obtain a bond?

13 A Yes, sir, I did.

14 Q Let me show you this. A copy has been provided to Miss
15 McDowd. Is this the bond you purchased.

16 A Yes, sir it is.

17 Q And what are the dates of that bond?

18 A It states February 8, 207, February 8 of 2018.

19 MR. BOYD: I ask this be entered into evidence.

20 THE COURT: Miss McDowd?

21 MS MCDOWD: Without objection, Your Honor.

22 THE COURT: Defendant's exhibit number nine in
23 evidence without objection.

24 (WHEREUPON, Defendant's 9 entered into evidence.)

25 Q Did you ever take the test?

1 A No, sir, I did not. I had it schedule and I didn't
2 take it due to my work load. I wasn't able to meet the dateline
3 so I had to reschedule it multiple times.

4 Q Okay. How did you come to meet Miss Condra, the
5 plaintiff, in this case?

6 A I was working on a job in Rock Hill and I had a brick
7 mason named Jerry that I had met on a job in Lake Wylie that was
8 being done. He was the mason on that job. And I told him, you
9 know, I was watching him work and he did decent -- he was a
10 decent brick mason.

11 MS. MCDOW: Objection to any hearsay about this
12 conversation, Your Honor.

13 MS. MCDOW: It is offered to show why he -- not
14 the truth of what's asserted but how he met -- came to
15 meet Miss Condra.

16 MS. MCDOW: We will stipulate, Your Honor, and
17 Miss Condra has so testified that she got Mr. Greg
18 Childers' name from a brick mason.

19 THE COURT: If it's not offered for the truth of
20 the matter asserted I will allow it.

21 Q So after you talked to the brick mason how did you
22 actually contact Miss Condra? How did she contact you? How did
23 you all come together?

24 A I got the address from Jerry and went to her residence
25 and met her there and introduced myself and started from there.

1 have.

2 THE COURT: Miss McDow.

3 MS. MCDOW: Could we get a five-minute break?

4 THE COURT: Of course. Let's take a ten-minute
5 recess.

6 (WHEREUPON, a short recess was taken.)

7 THE COURT: Yes, ma'am.

8 CROSS EXAMINATION

9 BY MS. MCDOW:

10 Q Mr. Childers, when did you say you started in the
11 construction business for yourself?

12 A For myself. I had a company in Virginia Beach for a
13 short step. That was in 2008 I think it was, seven. Somewhere
14 in there. Before that...

15 Q Let me clarify my question. When did you say you
16 started -- when did you start doing business for yourself here
17 in South Carolina?

18 A 2017.

19 Q The same year as Kimberly Condra's project, right?

20 A I think I started the year before that.

21 Q So did you start in 2016?

22 A I believe so, yeah.

23 Q When in 2016?

24 A I'm not exactly sure of the date.

25 Q When did you start doing exclusively work for yourself

1 in 2016?

2 A It was right towards the end of that year. I think it
3 tied into that year into the beginning of 2017.

4 Q Okay. So roughly December '16, January 17?

5 A Somewhere in there, yes, ma'am.

6 Q You had been working for yourself doing construction
7 from at least January '17 for five months when you met Miss
8 Condra?

9 A Somewhere in there, yes, ma'am.

10 Q How many projects had you completed?

11 A One or two. The best I remember.

12 Q That's all?

13 A Yes.

14 Q What did you gross in 2017 from your business?

15 A I don't know exactly, but I'm thinking somewhere
16 between two and a quarter to three hundred thousand. Somewhere
17 in there.

18 Q In 2017?

19 A Yes, ma'am.

20 Q Was any of the work you did for that money licensed?

21 A No, ma'am.

22 Q What were the one or two projects that you had done or
23 even started before you met Miss Condra?

24 A I was working on a project when I met her. That was
25 for Melba and Richard Sexton in Rock Hill. That was a bedroom

1 addiction to the end of their house. And the other thing was --
2 I can't remember. It was like a little small project, I
3 believe. It may have been like a front porch addition or
4 something like that. I don't exactly remember.

5 Q For whom?

6 A Gene Moss, I believe.

7 Q So you done just those two projects before end of June
8 2017?

9 A Right.

10 Q That's all you had going on?

11 A Yeah, I think so. The best I you can remember.

12 Q Now, you applied for a credit -- line of credit with
13 Carter Lumber on June 1st, 2017, didn't you?

14 A I believe so, yeah.

15 Q And you projected to Carter Lumber that you planned to
16 do one hundred thousand dollars worth of purchases from them
17 during that year, right?

18 A Right. I guess. I don't really remember that.

19 Q This has actually already been admitted, Your Honor.
20 But is that the Carter application?

21 A Yeah, it looks like it.

22 Q And attached to that that is the printout from Carter
23 Lumber of all the business that you did with them, correct?

24 A It looks like it, yes, sir.

25 MS. MCDOW: I submit that, Your Honor, as the next

1 Plaintiff's Exhibit.

2 THE COURT: Any objection Mr. Boyd?

3 MR. BOYD: Is this already in evidence?

4 MS. MCDOWD: It's one of the request to admit
5 things. You've admitted the validity of it. I'm just
6 formally having him look at it.

7 MR. BOYD: I don't question the validity of it. I
8 do have an objection. It lists things not connected
9 with this case. I don't think it's relevant to this
10 case.

11 THE COURT: Is there a copy? (Handed)

12 MS. MCDOW: Your Honor, the relevance it goes to
13 Mr. Childers' financial condition and his projected
14 building plans when he had no license.

15 THE COURT: I'm going to admit it.

16 (WHEREUPON, Plaintiff's Exhibit Number 14 was
17 received into evidence.)

18 Q That was just about three weeks that you signed up with
19 Carter Lumber before you contracted with Kimberly Condra, right?
20 Do you need me to show it to you again? Do you see the date on
21 there June 1st, 2016? (Handed)?

22 A I believe so, yes, ma'am.

23 Q What was your --

24 A I think that would be right.

25 Q What was your financial condition at the time that you

1 A I have a mortgage payment. I have a truck payment. I
2 have car insurance. I have cell phone bills. I have electrical
3 bills.

4 From the business standpoint, I had a payroll. I had
5 payroll insurances. I had a couple of credit cards that I owed.
6 I had taxes that I needed to be paid from my quarterly taxes
7 that I need to pay. I had taxes from the prior year that needed
8 to be paid. I had some very outstanding debt, money, that I
9 owed to my dad from way back when. Nothing substantially.

10 Q What judgements were there against you?

11 A Judgement at that time, June 1st, 2017.

12 MR. BOYD: Your Honor, again, I object to the
13 matter of judgements. I don't believe it is relevant.

14 MS. MCDOW: It goes to his financial condition and
15 his ability to fulfill the contract.

16 THE COURT: I will overrule the objection.

17 A In June 1st, 2017, I had no judgements I believe. I
18 don't think.

19 Q In fact, Mr. Childers, you had a judgement in Maryland,
20 didn't you, to a credit union of close to \$5,000 which you
21 hadn't paid?

22 A That was a --

23 Q Did you or did you not Mr. Childers?

24 A I would have to say no, because that was not -- that
25 was dismissed.

1 Q Do you understand that your attorney has already
2 stipulated in request to admissions that this is a valid record
3 of the court?

4 A Yes, ma'am, I do.

5 Q A judgement?

6 A Yes, ma'am, I do.

7 Q And you're saying this was dismissed as of --

8 Q That was a -- it was black Ford F150 that got
9 repossessed. Turned in on my behalf and -- actually that wasn't
10 a black Ford F150. That was my wife's Ford Explorer.

11 Q Mr. Childers, I'm not asking you to explain the
12 judgement. You said it was dismissed. Was it still in force
13 against you in 2017; yes or no?

14 A I don't remember. It was dismissed out of there.

15 Q You were still going up to --

16 A I don't recall if that was dismissed at that time.

17 Q You actually got a court hearing in this case postponed
18 because you had to go up and respond to this judgement last
19 year, didn't you?

20 A I believe so, yeah.

21 Q So it was still in force wasn't it?

22 A At that point, June 1st, 2017?

23 Q No.

24 A What does that date say on it?

25 Q Mr. Childers, didn't you tell Judge Weaver that you had

1 to postponed a hearing in this case because you had to go up for
2 this judgement matter --

3 A Right.

4 Q -- last year? So the judgement was still in force,
5 wasn't it?

6 A I guess so. I would agree to that, yeah.

7 MS. MCDOW: Your Honor, we submit this judgement
8 as the next plaintiff's exhibit.

9 THE COURT: All right.

10 MR. BOYD: Same objection.

11 THE COURT: This will be Plaintiff's Exhibit 15.
12 I will admit it over objection.

13 (WHEREUPON, Plaintiff's Exhibit 15 was received in
14 evidence.)

15 Q And this judgement had been around since 2014 or '15,
16 hadn't it?

17 A Is this the same one?

18 Q Same one.

19 A It says default judgement January 22nd of 2015.

20 Q And you hadn't paid it, had you?

21 A Obviously not, no, ma'am.

22 Q Now, in this contract that you gave Kimberly Condra you
23 told her you carried liability insurance, didn't you?

24 A Yes, I did.

25 Q In fact your liability insurance had been canceled?

1 A It was reinstated.

2 Q When you entered into that contract?

3 A No, that is not true. I did have insurance when I
4 talked to her, yes. I had general liability and I had worker's
5 comp insurance and I had surety bond from the State.

6 Q Mr. Childers I am going to show you a notice of intent
7 to cancel your general liability insurance. Is that not a valid
8 record from your insurance company?

9 A It's an intent to cancel. It didn't mean it canceled.
10 If you pay it then it's reinstated.

11 Q It did cancel, didn't it?

12 A It got reinstated.

13 Q Where's the policy?

14 A I think the question you asked me is did I talk to her,
15 did I have insurance.

16 Q No my question --

17 A I had insurance.

18 THE COURT: One person at time please.

19 Q If you say it got reinstated then where is the
20 coverage?

21 A I'm saying that I had insurance when I spoke with Miss
22 Condra. I never told her I did not have insurance.

23 Q This notice is dated June 10th of 2017 from the finance
24 company that financed your insurance premium, isn't it?

25 A Yes, Builder's Mutual.

1 Q You couldn't even afford to pay the premium. You had
2 to borrow the money to finance the premium on the policy, didn't
3 you?

4 A It's expensive, yes. I don't know that I borrowed the
5 money though.

6 MS. MCDOW: Your Honor, if I can have this marked
7 as the next plaintiff's exhibit, please.

8 A But it is expensive, yes.

9 THE COURT: Mr. Boyd, any objection to the
10 insurance notice?

11 MR BOYD: No objection.

12 THE COURT: In evidence without objection.

13 (WHEREUPON, Plaintiff's Exhibit Number 16 was
14 received in evidence.)

15 Q You understand, Mr. Childers, that these records came
16 from your insurance agency, Watson Insurance Agency pursuant to
17 a subpoena that your attorney got a copy of?

18 A Yes, ma'am.

19 Q And nothing came from Watson Insurance Agency
20 indicating this policy was ever reinstated, did it?

21 A I believe I did submit that to you in discovery that I
22 maintained insurance through that time, yes.

23 Q Where is it, sir?

24 A I gave it to you.

25 Q Sir, you haven't put it into evidence, have you?

1 A I haven't no. My lawyer, my attorney, would have.

2 Q And you have never given any proof to me in discovery
3 or otherwise?

4 A All I can say --

5 THE COURT: Hold on. Let Miss McDow finish her
6 question.

7 THE WITNESS: Yes, sir.

8 Q You have never provided any proof to me or to this
9 Court that your insurance did not cancel before you ever even
10 contracted with Miss Condra, have you?

11 A I think that I did, yes.

12 Q Where is it?

13 A I don't know.

14 Q Your attorney would be producing it if you had it,
15 wouldn't he?

16 A Do you have a copy of my insurance to show that it was
17 -- do you mind if I ask you?

18 THE COURT: Sir, you are not going to have a
19 conversation with counsel while you are on the stand.

20 THE WITNESS: Okay. Thank you, sir.

21 Q You have not presented anything to that effect, have
22 you?

23 A I'm not sure if there has been anything submitted on
24 that behalf or not.

25 Q Well, would you like to look at the exhibits to

1 confirm?

2 A Yes, I would.

3 Q Perhaps your attorney will stipulate to save us time
4 that no proof of liability insurance has been submitted on
5 behalf of Mr. Childers.

6 MR. BOYD: I will not stipulate.

7 Q Show us. (Handing the exhibits to the witness.)

8 A No, ma'am, I don't see anything in this paperwork that
9 indicates that I have liability insurance June 1st, 2017.

10 Q Mr. Childers, is it your testimony that this contract
11 that you prepared with Miss Condra actually doesn't reflect your
12 actual agreement?

13 A Yes.

14 Q Who prepared this contract?

15 A I can't see it from there.

16 Q Pardon me.

17 A I can't see what your holding.

18 Q You can take down your mask if you wish to.

19 A I can't see what it is you're holding from here. If
20 this is the admitted contract then, yes, ma'am, that is true.

21 Q And you were given the building plans drawn by a
22 architect or the --

23 A I was given a set of plans. I can't verify where they
24 came from. She gave me a set of plans. I didn't receive a set
25 of plans from an engineering firm or anything.

1 Q She gave you one, didn't she.

2 A She gave he me a set of plans, yes.

3 Q And you prepared this contract as a result with the
4 price in which you were willing to do the work, correct?

5 A Based off of the set of blue prints or otherwise?

6 Q Does this contract -- you prepared this contract to
7 show your obligations and the price for which you were willing
8 to do her work, didn't you?

9 A No, ma'am, that is not why I prepared that contract.

10 Q You prepared it didn't you?

11 A I did prepare it, yes.

12 Q And you are saying that this contract is what, false?
13 Phoney?

14 A No, not entirely. No.

15 Q But partly?

16 A Partly, yes.

17 Q So you prepared a contract that you're now saying is
18 not even true, right?

19 A Yes, that's correct.

20 Q What parts of it weren't true when you signed it?

21 A The amount for the scope of work and the amount that
22 the contract was signed for.

23 Q Who put in the amount?

24 A I did.

25 Q And you attached -- carefully attached a very detailed

1 itemization of the scope of work, didn't you?

2 A Yes, ma'am, I did. You had Miss Condra sign it, didn't
3 you.

4 A Yes, I did.

5 Q And you had her give you what, \$24,000 before you even
6 started?

7 A It was little bit more than that I think.

8 Q And you told her in this contract that you prepared you
9 said, contractor and owner mutually commit to use reasonable
10 care to meet the requirements of state, federal and local law
11 when discharging their responsibilities under this agreement,
12 didn't you?

13 A If it's written in there and I signed it, yes, ma'am.

14 Q And you agreed to do that, didn't you? You agreed to
15 comply with applicable law?

16 A Yes, I did.

17 Q In performing this contract?

18 A Yes, ma'am.

19 Q And of course you weren't even licensed to enter into
20 this contract, were you?

21 A That is correct.

22 Q And then you put in this contract that -- what we've
23 already talked about, you said is contractor shall carry
24 worker's comp and public liability insurance as required by law
25 and regulation for protection of contractor and owner during

1 THE COURT: Miss McDowd.

2 MS. MCDOW: I'll rephrase, Your Honor.

3 Q Mr. Childers at some point -- this contract was suppose
4 to be performed in ninety days, wasn't it?

5 A Yes.

6 Q And that would have been the end of September,
7 approximately?

8 A That would have been, yes, ma'am.

9 Q And it was no where near finished then, was it?

10 A As I testified a minute ago, that contract was written
11 and there's -- it was basically written for a scope of work for
12 her to have. There's parts of that contract that aren't -- that
13 weren't doable.

14 Q It was no where near finished by the end of September?

15 A No, ma'am, it was not.

16 Q But you had been paid in full?

17 A In September I'm not sure if I received all that money.
18 I believe I have but I'm not sure.

19 Q Let me show you Plaintiff's three. Would you please
20 look at the final check in exhibit.

21 Q Yes, ma'am, this last payment shows that September
22 15th, 2017.

23 Q Did you cash all the checks that Miss Condra gave you?

24 A I think I deposited one and the others were cash.

25 Q And then what did you do with the cash?

1 relevance.

2 THE COURT: What's relevance?

3 MS. MCDOW: The same as we discussed yesterday,
4 Your Honor. That he's doing unlicensed work. It goes
5 to punitive damages and it goes to show repetition
6 under unfair trade practices act.

7 THE COURT: I will allow it.

8 Q The Moss work you agreed to do for \$7,500, didn't you?

9 A I think it was more than that.

10 Q Okay. What's the limit on the amount of work that a
11 residential builder can do without a license?

12 A You can't do any work if you don't have a license.

13 Q How about a speciality builder?

14 A You can't engage in any work in the State of South
15 Carolina unless you have a licensed. Period.

16 Q So your agreement to do the Moss work that was illegal
17 too, wasn't it?

18 A Yes, ma'am.

19 Q And in the same summer you agreed to do work for the
20 Sextons in Sharon, South Carolina for \$29,000, is that right?

21 MR. BOYD: Your Honor, same objection.

22 THE COURT: I will allow it.

23 A That job was done prior to working on Kimberly Condra's
24 job.

25 Q Was it spring of 2017? That summer thereabouts?

1 A Yeah, I was working on that project as I came to her
2 project. I finished that one and then started hers.

3 Q And you had no builder's license or speciality
4 contractors license for that work, did you?

5 A No, ma'am, I've never had a builder's license in the
6 State of South Carolina.

7 Q You never actually had a residential builder's -- a
8 full residential builder's license anywhere, have you?

9 A No, ma'am I haven't.

10 Q When things began to unravel between you and Miss
11 Condra, she began pressing you about your license, didn't she?

12 A No, ma'am.

13 Q She never asked you about your builder's license?

14 A No.

15 Q No?

16 A No, she hadn't really asked me to produce or give her
17 my business license. She -- I think in a text message or so she
18 sent me about wanting to know my license number.

19 Q And that was in conjunction with her finding out from
20 the City of Rock Hill that you had no builder's license wasn't
21 it?

22 A To what she knows or not knows I don't agree with that,
23 no. She knew that I didn't have a license. She already knew
24 that.

25 Q She knew that you had no license?

1 A Yes, ma'am, she did.

2 Q Did you tell her that?

3 A Yes.

4 Q You affirmatively told her at what point?

5 A Basically when I was informed that the framer and the
6 brick mason that she had working on her job prior to me weren't
7 licensed either. So it didn't seem to be an issue if a person
8 was licensed to work on her house. She just wanted the job
9 done.

10 Q And so before entered into this contract it's your
11 testimony you told her affirmatively that you had no license?

12 A I believe so, yes.

13 Q You believe so?

14 A If she would have asked me if I had a license I would
15 have told her that I did not have one. That is correct.

16 Q Mr. Childers that's a lot different from saying you
17 spoke the words to Miss Condra before the contract, I to not
18 have a builder's license. Did you say that to her?

19 A In those exact words? I don't know.

20 Q In words to that effect?

21 A In words to that effect, yes. I believe so.

22 Q When?

23 A I don't recall the exact time of that conversation but
24 I've never told her that I did not -- that I did have a
25 builder's license. I never told her that. Ever. Along with

1 any other person I've ever worked for.

2 Q You know for sure that you didn't tell her that you had
3 a license but you don't know for sure whether you told her that
4 you did not have a license, right?

5 A I will testify under oath that I had never told her
6 that I had a business or a builder's license. I never told her
7 that.

8 Q Is it your affirmative testimony under oath that you
9 told Miss Condra that you had no builder's license at some
10 point?

11 A Yes, ma'am.

12 Q When?

13 A I don't remember the exact date of that conversation or
14 anything, but I do know that I did tell her that.

15 Q Then why would she be asking you in October of 2017 for
16 your license number?

17 A I'm assuming that her job wasn't going the way she
18 wanted it to go and she was starting to find ways to get
19 recourse and she contacted you and worked under your advisement
20 would be my guess.

21 Q So you think these text messages that are in evidence
22 as exhibit four were just pretextual or just to set you up?

23 A I think that once she realized that the job -- I was
24 told to stop and she had done spent a lot of money paid to me
25 and I was ordered to stop working on her project until I got

1 Q It was afterwards, wasn't it because those complaints
2 did not keep you from working that you otherwise would be able
3 to do, did it?

4 A Correct.

5 Q And you already acknowledged, I believe, that
6 residential builder commission through the SCLLR on February
7 1stm 2018 sanctioned you and fined you, right?

8 A Yes, they did.

9 Q And they told you specifically not to do any more
10 unlicensed work?

11 A Yes, they did, by that letter and by verbal
12 communication.

13 Q But you kept on didn't you?

14 A I had bills to pay, yes.

15 Q Let's talk about the -- let's talk about the one that
16 came last. You know Cheryl Forlines and you heard her testify,
17 didn't you?

18 A Yes, I do and yes, I did.

19 Q Your work for her you took \$7,000 in July of 2018 some
20 five on six months later after your injunction, didn't you?

21 A Yes, ma'am.

22 Q And you didn't do that work for her, did you?

23 A I did 60 percent of that work.

24 Q Not only had no license you had been ordered by the RBC
25 not to the do the work, hadn't you?

1 A RBC? What is the RBC?

2 Q The Residential Builder's Commission. Synonymous in
3 this situation with the labor licensing and regulations?

4 A Labor licensing people, yes, ma'am.

5 Q And Miss Forlines got a judgement against you for
6 \$7,500, didn't she?

7 MR. BOYD: Your Honor, I am going to object to
8 this. I have personal knowledge.

9 This order was set aside. There was another
10 hearing and there was a judgement issue. This
11 judgement is not valid.

12 MS. MCDOW: We'll stipulate, Your Honor, that this
13 judgement was actually reduced to \$7,000, but I can
14 ask him about that.

15 THE COURT: So it was set aside and lowered to
16 7,000?

17 MR. BOYD: That's correct.

18 THE COURT: Okay.

19 MS. MCDOW: That's stipulated. I don't need to go
20 into that.

21 THE COURT: Mr. Boyd, are you stipulating there
22 was \$7,000 judgement against your client?

23 MR. BOYD: Yes. I'll stipulate -- well, I object
24 to it on the grounds of relevancy Rule 404 but for
25 purposes of proof I'll stipulate that it is a

1 judgement of \$7,000 that was rendered after a hearing.

2 Q Mr. Childers you never paid a penny back to Miss
3 Forlines, have you?

4 A From that judgement that was issued to her?

5 Q Do you have another debt to her?

6 A No, I don't have another debt to her.

7 Q Have you paid her a penny back on that judgement?

8 A In my view --

9 Q It's a yes or no.

10 A -- she was awarded \$7,000 and I did about \$3,000 worth
11 of work to her property and I haven't got to pay that. I also
12 -- the only reason that's been done is that I told her I'd pay
13 her \$500 a month which she said that wouldn't be enough and
14 that's why we had to go to court.

15 Q That is not my question, Mr. Childers. Have you paid
16 her one penny on that judgement?

17 A No, ma'am, I have not.

18 Q Now, you didn't pay Carter Lumber for some of the
19 materials you got for Kimberly Condra, did you?

20 A I believe I did. I believe I paid that total.

21 Q Isn't it funny that she got a mechanics lien put on her
22 property then. Were they wrong?

23 A No, they wouldn't be wrong.

24 Q How how much did they say you owed them back then?

25 A This number?

1 Q Yes, sir.

2 A This number says \$13,544.69.

3 Q What is the date of that affidavit in support of the
4 lien?

5 A July 17, 2017.

6 Q And that was in a year where you say you believe you
7 grossed between 225,000 and \$300,000.

8 A I think that was somewhere in there. I would have to
9 add all those jobs up to be exactly sure. But ballpark I think
10 that would pretty much be close -- be pretty much to the amount.
11 But that's not money I made. That's revenue of jobs that I
12 performed. Or not revenue but that's cost of jobs that I bid on
13 on.

14 Q Mr. Childers, the SCLLR told you to stop doing it
15 unlicensed work, you did continue to do work on a \$95,000 job
16 that you had undertaken for Mr. Rayfield didn't you?

17 MR. BOYD: Again, I object to it on the grounds of
18 Rule 404.

19 THE COURT: I'm going to overrule the objection.

20 THE WITNESS: Do my answers have -- can I ask you
21 a question?

22 THE COURT: You can ask. I'm not sure I can
23 answer it.

24 THE WITNESS: Do my questions have to -- am I
25 allowed to explain any of my answers or the questions

1 that she's asking can I explain those.

2 THE COURT: You have to answer Miss McDowd's
3 questions as she phrases them which includes a yes or
4 no if that's the way they're phrases. But after that
5 if you want to explain your answer you can.

6 THE WITNESS: Thank you, sir.

7 A What was your question again, please.

8 Q Mr. Childers, after all through most of 2018 --

9 A Yes, ma'am.

10 Q -- you continued to work on a project for Robbie
11 Rayfield that had an original price of \$95,000, didn't you?

12 A I did construction work in 2018 all the way up until
13 right around Thanksgiving on various projects, yes, ma'am.

14 Q And how about that one specifically. That was \$95,000
15 project, wasn't it?

16 A Yeah.

17 Q Carter Lumber ended up having to sue you because you
18 didn't pay them, didn't they?

19 A I'm in a lawsuit with Carter Lumber.

20 Q They got a judgment against you, didn't they?

21 A Yes, they did.

22 Q And that judgement is for \$13,770?

23 A Yes, ma'am, I believe so. Somewhere in there.

24 MS. MCDOWD: We would like to have that marked,
25 Your Honor.

1 THE COURT: Mr. Boyd, any objection?

2 MR. BODY: Your Honor, I would object. There's no
3 relevance --

4 THE COURT: Miss McDowd, what is the relevance of
5 the judgement that Carter Lumber has against him?

6 MS. MCDOW: The fact that he didn't pay for Miss
7 Condra's work and that they ended up having to sue
8 him.

9 MR. BOYD: Well, this judgement doesn't explain
10 it's for Miss Condra's work or not. In the other
11 document that was presented there was other items for
12 other things too.

13 THE COURT: I'm going to actually sustain the
14 objection on this one,

15 MS. MCDOWD: Thank you, Your Honor.

16 Q Mr. Childers, just to be a little more specific. In
17 2017, September 22nd of 2017, you invoiced Kelly Lovelace of
18 York for \$24,583, didn't you?

19 MR. BOYD: Again, I object under Rule 404.

20 THE COURT: I will overrule the objection.

21 A That sounds about right, yes, ma'am.

22 Q And you invoiced Cheryl Wood of McConnells for \$900 in
23 2017, didn't you.

24 A Probably so.

25 Q Yes or no?

1 A Yes.

2 Q And on May 8th, 2017 you invoiced Melba Sexton of Rock
3 Hill for \$25,000, didn't you?

4 MR. BOYD: Same objection.

5 THE COURT: Objection is overruled.

6 A Yes, ma'am.

7 Q And on June 2nd, 2017 you invoiced Melba Sexton another
8 \$1,271?

9 A Yes, ma'am.

10 Q And on 8/1/2017 you invoiced Gene Moss for \$9,750,
11 didn't you?

12 MR. BOYD: Same objection, Rule 404.

13 THE COURT: The objection is overruled but you're
14 protected for the record.

15 A Yes, ma'am.

16 Q On September 6th, 2016 you invoiced Evelyn Moser most
17 certify is of McConnells \$7,104?

18 A Yes, ma'am

19 MR. BOYD: Objection. Rule 404.

20 THE COURT: Overruled.

21 MS. MCDOWD: Your Honor. I submit these
22 invoices -- excuse me.

23 Q Mr. Childers, these are accurate copies of invoices?

24 A Yes, ma'am.

25 MS. MCDOWD: Submit these as the next exhibit as a

1 group.

2 THE COURT: This will be Plaintiff's 17.

3 MR. BOYD: Objection under Rule 404.04.

4 THE COURT: I will overrule the objection.
5 Plaintiff's 17.

6 (WHEREUPON, Plaintiff's Exhibit 17 was received in
7 evidence.)

8 Q You are not any kind of victim are you Mr. Childers?

9 A Victim? Am I a victim, no, ma'am.

10 MS. MCDOWD: That's all I have.

11 THE COURT: Mr. Boyd, I know you may have some
12 redirect. We are going to take a lunch break.

13 MR. BOYD: Yes, sir.

14 THE COURT: So let's take a break until two
15 o'clock.

16 (WHEREUPON, court was in recess.)

17 THE COURT: Counsel ready to proceed?

18 MR. BOYD: Yes, sir.

19 THE COURT: All right. I think when we last broke
20 Miss McDowd had completed cross examination. So Mr.
21 Boyd.

22 REDIRECT EXAMINATION

23 BY MR. BOYD:

24 Q Miss McDowd asked you for a copy of your liability
25 insurance. I will show you this. Is this a copy of the

1 certificate of liability insurance?

2 A Yes, sir.

3 Q And what dates were those for?

4 A May 16th, 2017.

5 Q Okay. And --

6 THE COURT: Mr. Boyd, are you offering that as an
7 exhibit?

8 MR. BOYD: Yes, I would like to offer this as an
9 exhibit.

10 THE COURT: Miss McDowd, any objection?

11 MS. MCDOW: Only on the relevance, Your Honor in
12 that the policy was cancelled in June of 2017.

13 THE COURT: I wanted to look at the policy to see
14 what it says. (Handed).

15 MR. BOYD: Your Honor, I am going to get to point
16 whether it was actually cancelled.

17 THE COURT: Yes, sir. All right, thank you Mr.
18 Boyd. I will admit the document.

19 (WHEREUPON, Exhibit 10 was received in evidence
20 as of this date.)

21 Q So I believe this document shows a certificate of
22 insurance effective date of February 10th 2017 and the last
23 expiration date of February 10th, 2018?

24 A Yes, sir.

25 Q Now, let me show you the document that was introduced

1 into evidence as Plaintiff's 16. I believe this is a notice to
2 cancel, is that correct?

3 A Yes, sir.

4 Q It's not a cancellation. It's a notice of
5 cancellation?

6 A Yes, sir, that is correct.

7 Q And basically if you read this, what it you says --

8 MS. MCDOW: Object to the leading, Your Honor.

9 THE COURT: Go ahead and ask your question Mr.
10 Boyd and I'll rule.

11 Q If you read this -- read this line right here on the
12 exhibit.

13 A "Your payment is now due. If IPFS is not received the
14 amount due on or before July 3rd, 2017 your financial insurance
15 policies will be canceled.

16 Q Okay. Now, so, the insurance even if it's going to be
17 canceled it's good until July the 3rd of 2017, is that correct?

18 A Yes, that is correct.

19 Q And the date that you entered the contract was in June
20 of 2017, is that correct?

21 A Yes, sir, that's correct.

22 Q So you did have liability insurance when you entered
23 the contract with Miss Condra?

24 A Yes, sir, I did.

25 Q What -- and I think we've already established you had

1 -- you had in effect at that time a license bond with homeowners
2 insurance company, is that correct?

3 A Yes, sir, that's correct.

4 Q Now, there was a question asked about your tax
5 identification number. I'll ask you this. Can you identify
6 what this document is?

7 A That's a verification of my tax ID number.

8 Q From the Department of Treasury?

9 A From the Department of Treasury, yes, sir.

10 MS. MCDOW: I'm sorry, Your Honor, I don't believe
11 that was produced in discovery despite demands and we
12 through quite a few gyrations over Mr. Childers
13 failure to produce documents.

14 MR. BOYD: Well, Your Honor, we produced stacks of
15 stuff. I thought everything that was requested. This
16 came up in the trial. Frankly I didn't know this
17 issue would even come up. It's in response to a
18 question on cross examination. It wasn't brought up
19 -- well, I think I did actually ask about tax
20 identification number and if he provided it.

21 THE COURT: Well, its not an issue that it wasn't
22 produced in discovery unless it was asked for and not
23 produced.

24 MR. BOYD: Yes.

25 THE COURT: Is that the case?

1 received in evidence.)

2 MR. BOYD: And I don't think there was a ruling on
3 the testimony of Miss Forlines either.

4 THE COURT: Which witness?

5 MR. BOYD: Forlines.

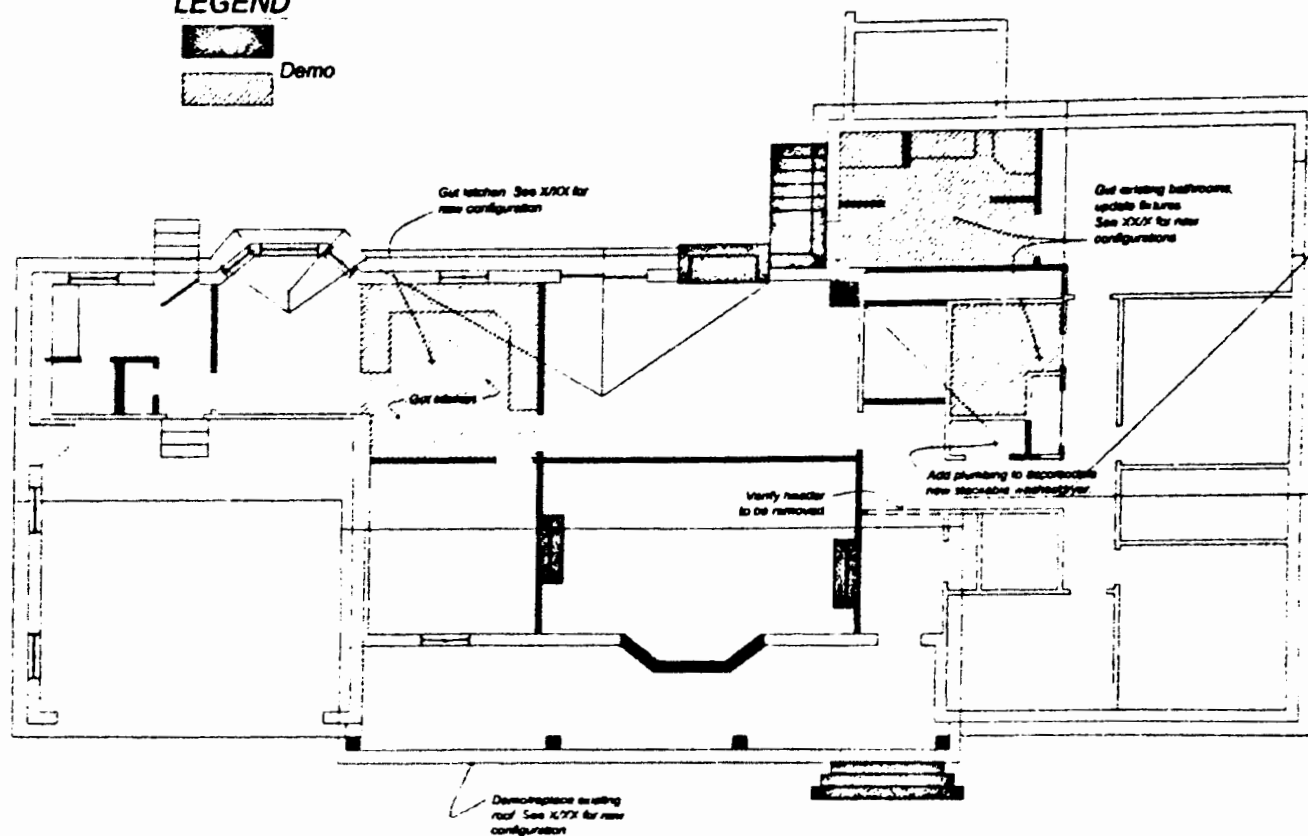
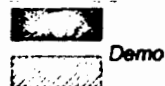
6 THE COURT: I am going to allow her testimony as
7 well.

8 MS. MCDOWD: Your Honor, in this situation we're
9 dealing based on abundant evidence of a con man. A
10 slick-talking con man. The three causes of action
11 that we have alleged against Mr. Childers as you
12 already know, fraud, negligent representation, UTPA
13 violation.

14 Frankly, what Miss Condra needs -- frankly a
15 negligent misrepresentation award will do her no good.
16 As you've seen from the evidence Mr. Childers is kind
17 of head up with judgements. What she has to really
18 have is a finding award at least the fraud judgement
19 of an intentionally wrong act because Mr. Childers is
20 a bankruptcy candidate and there's very few exceptions
21 to discharging debts and judgements, but one of them
22 in bankruptcy is an intentional bad act. You had
23 mentioned -- it had come up that we had not pursued a
24 breach of contract cause of action. That's not an
25 over site. That's why. Because that would do her

EXHIBIT
 P-1 8-20-20
 QRB

LEGEND



A Existing/Demo Plans
D1 SCALE 1/8"=1'-0"



**MME RADOVANOVIC
 ARCHITECT**

200 Ambrosia Dr.
 Fort Mill, SC 29711
 803-435-0990
 SC ARCHITECTS LIC. # 6480

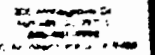
**PROPOSED
 REMODEL
 FOR
 THE CONDRA
 RESIDENCE**
 1497 Alexander Rd.
 Rock Hill, SC 29732

**Schematic
 Design**

FOR RECORD
 DATE
 DATE
 DATE
 DATE
 DATE
 DATE

D1

CONDRA 003



**PROPOSED
REMODEL
FOR
THE CONDRA
RESIDENCE**
1497 AUGUSTA DRIVE Bldg
Park Hall, Ga. 30132

Schematic Design

09. November

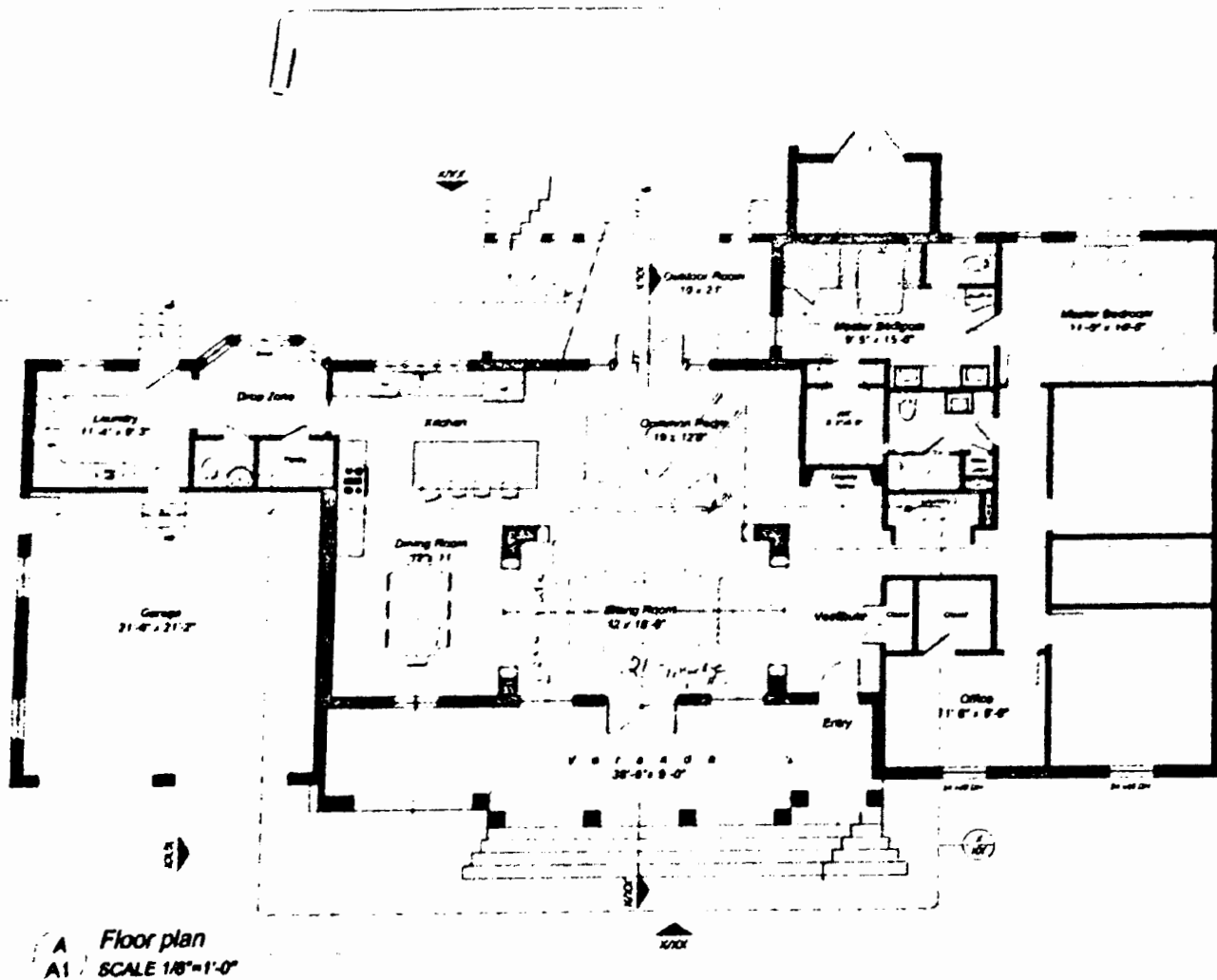
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HOME GAZE

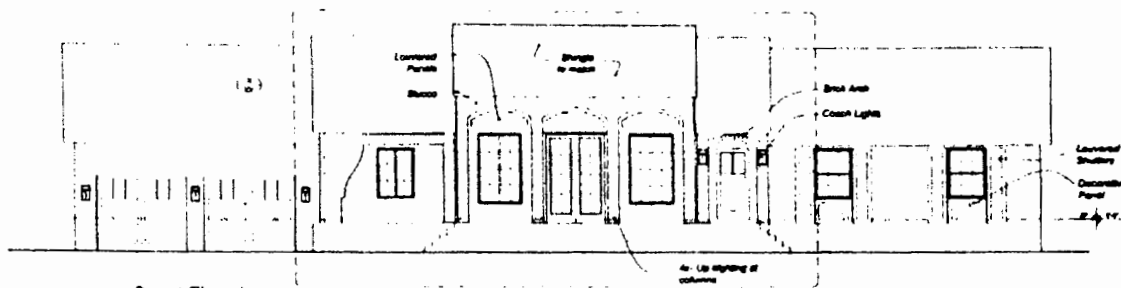
Evigton

NAME OF THE

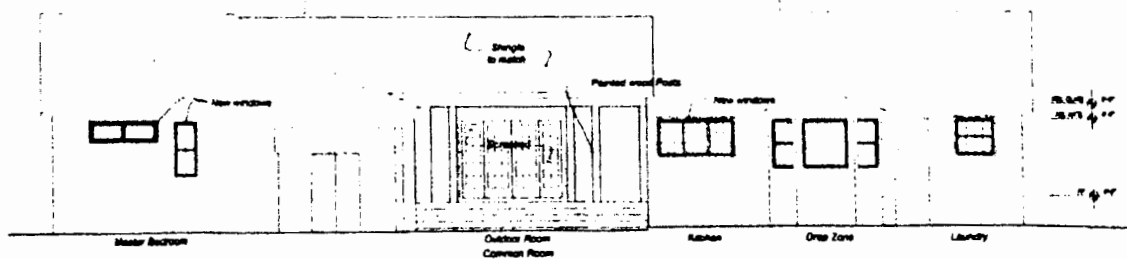
A1



CONDRA 010



A Street Elevation
A2 SCALE 1/8"=1'-0"



B Backyard Elevation
A2 SCALE 1/8"=1'-0"



M.E. RADOVANOVIC
ARCHITECT

350 Whittier Blvd.
Highland, IL 60143
630.434.4499
M. E. RADOVANOVIC, P. C.

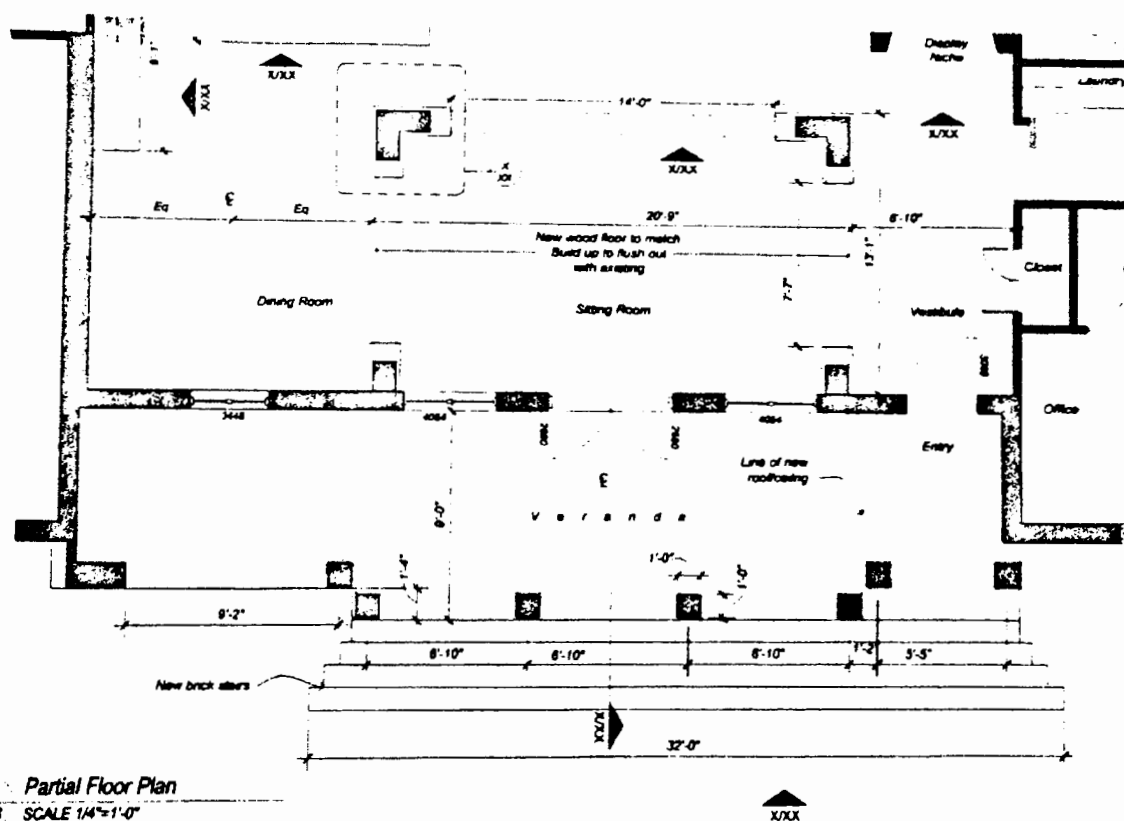
PROPOSED
REMODEL
FOR
THE CONDRA
RESIDENCE
1497 ALABAMA RD.
ROCKFORD, IL 61102

Schematic
Design

DATE: _____
BY: _____
CHECKED BY: _____
APPROVED BY: _____

A2

CONDRA 011



**PROPOSED
REMODEL
FOR
THE CONDRA
RESIDENCE**
1497 ALEXANDER RD.
Rock Hill, SC 29733

Schematic Design

• **•**

DATE: 6-10-82

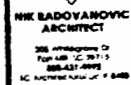
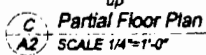
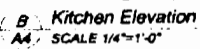
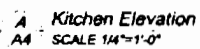
THE BAR

Abstract.

RELATIONSHIP

A3

CONDRA 012



**PROPOSED
REMODEL
FOR
THE CONDRA
RESIDENCE**
1497 AMERSON RD
Rock Hill SC 29733

Schematic Design

FOR ANSWERS

FROM DATE

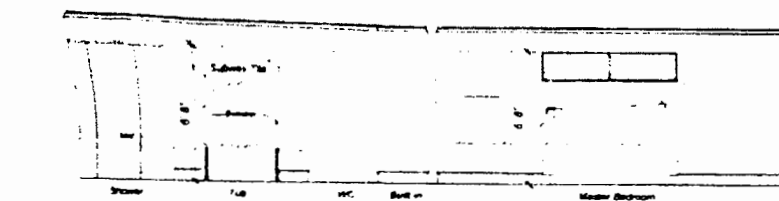
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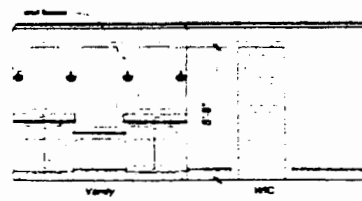
COLLEGE OF

A4

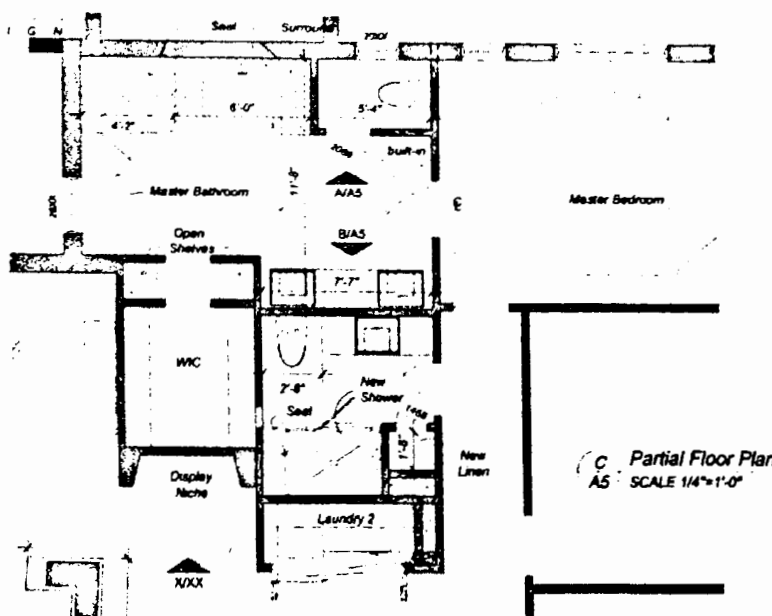
CONDRA 013



A Elevation
A5 SCALE 1/4"=1'-0"



B Elevation
A5 SCALE 1/4"=1'-0"



C Partial Floor Plan
A5 SCALE 1/4"=1'-0"



MR. RADOVANOVIC
ARCHITECT
201 WEST 10TH ST. SUITE 100
DENVER, CO 80202
TEL: 303.733.1111
FAX: 303.733.1112

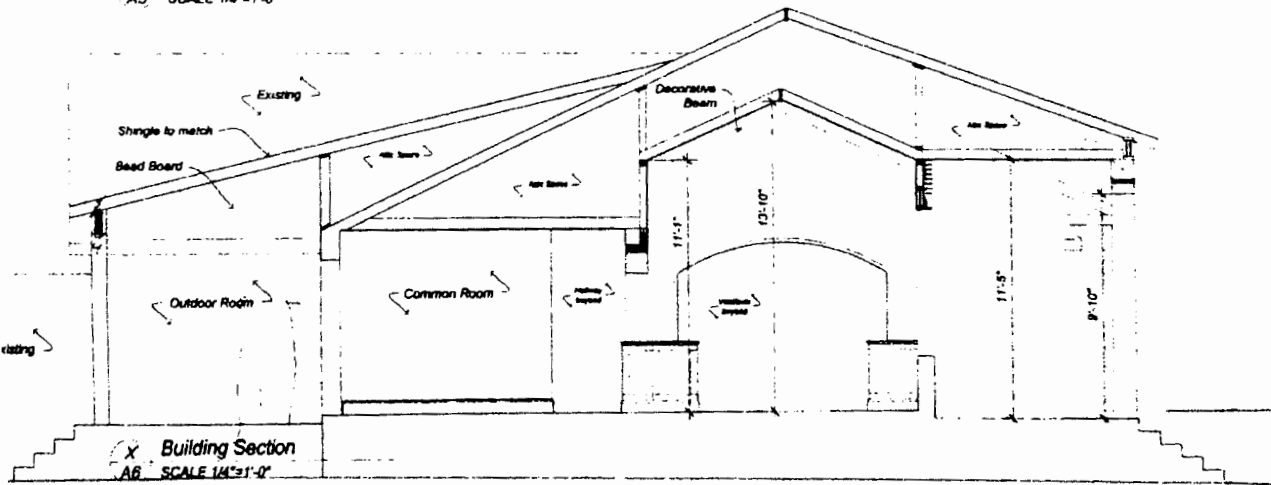
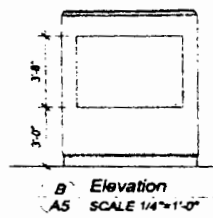
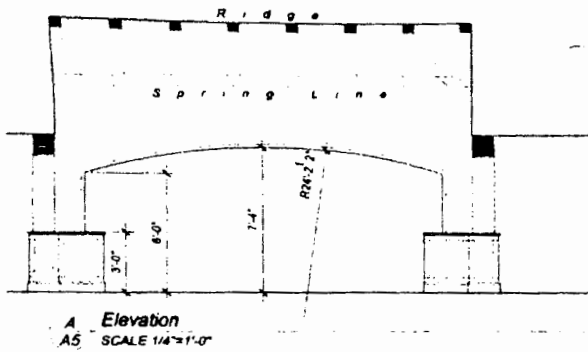
PROPOSED
REMODEL
FOR
THE CONDRA
RESIDENCE
14511 AVALON BLVD. #2
ROCKY HILL, CT 06152

Schematic
Design

FOR REVIEW
DATE: 04/01/01
BY: 04/01/01
REVISION
DATE: 01/01/01

A5

CONDRA 014




THE RASOVANOVIC ARCHITECTS
 200 Independence Dr.
 Rock Hill, SC 29733
 (803) 961-1999
 SC ARCHITECTURE LIC. # 8889

PROPOSED REMODEL
 FOR
THE CONDRA RESIDENCE
 1487 Alamo Drive Rd.
 Rock Hill, SC 29732

Schematic Design

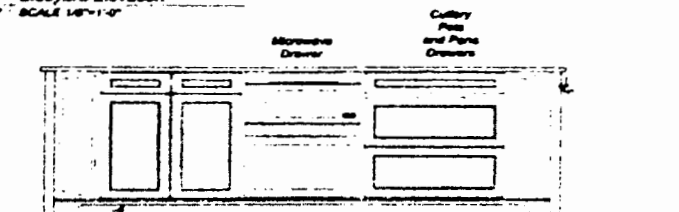
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 CHECKED BY: [blank]

A6

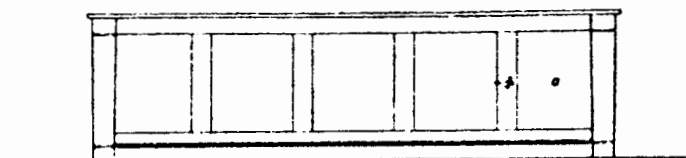
CONDRA 015



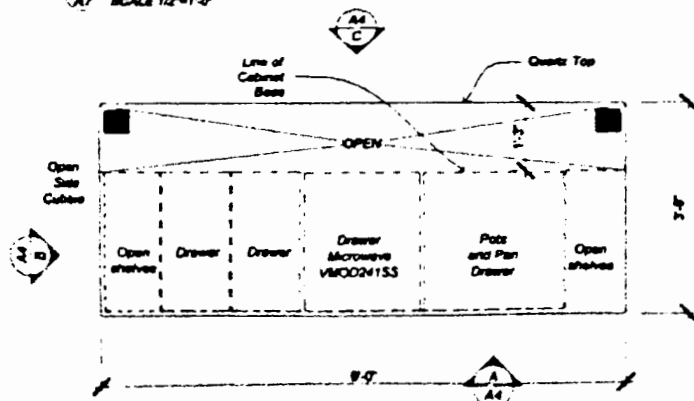
A Sideyard Elevation
A7 SCALE 1/8"=1'-0"



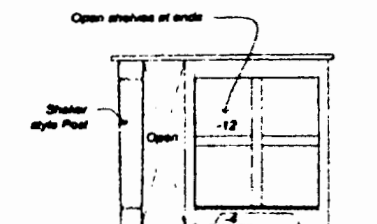
X Elevation
A7 SCALE 1/2"=1'-0"



X Elevation
A7 SCALE 1/2"=1'-0"



X Kitchen Island Plan
A7 SCALE 1/2"=1'-0"



X Elevation
A7 SCALE 1/2"=1'-0"



NIK RADOVANOVIC
ARCHITECT
208 W. Main Street, SC 29715
803-681-1979
SC ARCHITECTURE LIC # 6488

PROPOSED
REMODEL
FOR
THE CONDRA
RESIDENCE
1497 Alexander Rd.
Rock Hill, SC 29732

Schematic
Design

JOB NUMBER:

DATE:

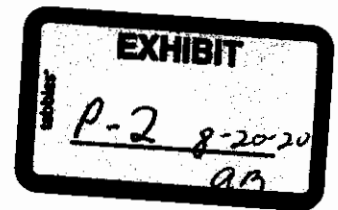
DATE:

REVISION:

DATE:

A7

CONDRA 016



Construction Contract

This agreement is made on the date written above our signatures between

Contractor's Name: Gregory S Childers (Contractor) and

Owner's Name: Kimberly Condra (Owner).

Notice Required by South Carolina Code Annotated Section 15-48-10:

THIS CONTRACT IS SUBJECT TO ARBITRATION

Contractor

Contractor's Name: Gregory S Childers

Address: PO Box 12

Address: _____

City: McConnells, State: South Carolina

Zip: 29726

Work Phone Number: (803) 818-4489

Cell Phone Number: (803) 508-3201

Fax Number: _____

Email Address: gsconstruction2017@gmail.com

License Number: _____

Contractor's Name: Gregory S Childers will be referred to as
Contractor throughout this agreement.

Owner

Owner's Name: Kimberly Condra

Address: 1497 Alexander Rd

Address: _____

City: Rock Hill, State: SC Zip: 29726

Day Phone Number: (704) 798-7206

Cell Phone Number: _____

Fax Number: _____

Email Address: _____

Owner's Name: Kimberly Condra will be referred to as Owner throughout
this agreement.

The Construction Site

Address: 1497 Alexander Rd

Address: _____

City: Rock Hill, South Carolina Zip: 29732

I. Project Description

A. For a price identified below, Contractor agrees to complete remodeling work (identified as the Project in this agreement) for Owner.

B. The Project is described as follows:

Description of the work, materials and equipment to be installed: **SEE SCOPE OF WORK ATTACHMENT SHEET**

C.

D. In addition to any other charges specified in this agreement, Owner agrees to pay Contractor \$ 48,500.00 for completing the Work described as the Project.

II. Scheduled Start of Construction

A. Work under this agreement will begin on 06 /26 /2017.

III. Scheduled Completion of Construction

A. Work under this agreement will be Substantially Complete within 90 Calendar Days after the date construction begins.

IV. Documents Incorporated

A. This agreement incorporates by reference certain disclosures and notices required by federal and state law. The following documents are incorporated as though included in full as part of this agreement.
Notice of Right to Cancel under Regulation Z (in quadruplicate)

V. Scope of Work

A. Contractor shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Project in compliance with the Contract Documents. **SEE Scope Of Work Attachment**

B. Except for materials expressly designated otherwise in the Contract Documents, Contractor warrants that all materials and equipment furnished under this contract shall be of good quality and new.

VI. Cutting and Patching

A. The color, texture and planes between existing and new materials might not match exactly. Contractor will use due diligence to create the best match possible. Owner acknowledges that patched surfaces may be detectable when construction is complete.

VII. Compliance with Law

A. Contractor and Owner mutually commit to use reasonable care to meet the Requirements of state, federal and local Law when discharging their responsibilities under this agreement.

VIII. Owner's Responsibilities

A. Owner shall have sole responsibility to secure financing for the Project and shall pay all fees, charges, or other costs of such financing, including Inspection fees charged by any lender. The nonperformance of any lender shall not affect the obligation of Owner to Contractor. Owner hereby authorizes and directs any lender on the Project to furnish Contractor with full information on undisbursed loan proceeds when requested by Contractor.

B. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion

of the Work by Contractor or Subcontractors except as provided under this agreement.

IX. Representations by Contractor

A. Owner has reported to Contractor all conditions known to Owner which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

X. Disclaimer by Owner, Reliance by Contractor

A. Owner has provided Contractor with information on subsurface or concealed conditions at the Job Site. Except to the extent that Contractor knows this information to be false, Contractor is entitled to rely on the accuracy of this information.

XI. Payment Plan

A. Owner will pay to Contractor the Contract Price in 4 installments, an initial payment of \$24,250.00, a 2nd payment of \$9,625.00 when exterior portion of project is complete i.e. (Siding, Decks, Guttering, Painting, Soffit, Porch Ceiling, Porch Columns), a third payment of \$9,625.00 (after demolition of Bedroom #1, Bedroom #2, Hall Bathroom, and Master Bathroom) (See scope of work attachment sheet), a final payment of \$5,000.00 on completion of the Work. If unforeseen circumstances directly related to the project arise, Contractor may request with due notice to Home Owner, of added advances of Payment, if both parties deem request necessary. If both parties cannot agree on added pay advance request, a SC State Licensed Legal Arbitrator will be contracted to resolve payment advance request issue, at Homeowners Expense.

XII. Initial Payment

A. Upon execution of this agreement, Owner shall pay to Contractor \$ 24,250.00 as an advance on the Contract Price.

B. Except as otherwise provided in this agreement, Contractor may retain \$ 500.00 from the initial payment as a non-refundable deposit if this contract is terminated for any reason other than default by Contractor.

XIII. Interest

A. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at the rate of 10% percent per month.

B. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at a monthly rate of 10% percent.

C. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.

D. Payment of interest does not abrogate or replace any other rights Contractor may have under this agreement.

XIV. Final Payment

A. Contractor will submit an application for final payment to Owner when the Work has been completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due Contractor for the entire unpaid balance of the contract amount (including any Retainage).

B. Except as provided otherwise in this agreement, Owner shall pay the amount due within 3 calendar days after approval of any application for initial or final payment.

C. Making of final payment constitutes waiver of all Claims by Owner against Contractor except those Claims previously made in writing and delivered to Contractor and those obligations otherwise provided by this agreement or by operation of Law.

D. The acceptance of final payment by Contractor shall constitute a release by Contractor of known Claims against Owner arising out of this contract except those Claims which (1) Have been made in writing and identified by Contractor as not having been settled at that time, or (2) Are based on fraud or misconduct by Owner.

E. If completion of the Work is delayed unreasonably at no fault of Contractor, Contractor shall be entitled to final payment for all Work completed (including Retainage) without prejudice to the right of Contractor to complete the Project at a later date and without prejudice to the right of Owner to make Claims against Contractor for Defects in Work completed.

XV. Arbitration

A. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

1. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof or a Change Order or addendum to this contract which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. Contractor and Owner agree to include in each contract for construction or design services on the Project a clause which requires that disputes under that contract be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules.

C. Any representative of Owner or consultant to Owner or Contractor or any Subcontractor to Contractor on the Project shall have the same rights in any arbitration proceeding as are afforded by arbitration rules to Contractor and Owner. If more than one demand for arbitration is made by a Party with respect to the Project, all such Claims shall be consolidated into a single arbitration unless the Parties otherwise agree in writing.

D. Anything in this contract notwithstanding, any Claim arising out of or relating to the Contract Documents or warranty or the breach thereof may, at the option of the Claimant, be filed in any Small Claims Court having jurisdiction, in lieu of an arbitration proceeding.

XVI. Insurance

A. General Requirements

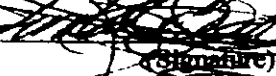
1. Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.

Signatures

This contract is for immediate acceptance. Any delay in acceptance beyond 06/25/2017 will require renegotiation of the terms of this agreement.

This agreement is entered into as of the date written below.

Owner's Name: Kimberly Condra, Owner


(Signature)

06/25/2017
(Date)

Kimberly Condra
(Printed Name)

(Signature)

(Date)

(Printed Name)

Contractor's Name: Gregory S Childers, Contractor


(Signature)

06/25/2017
(Date)

Gregory S Childers (Owner)
(Printed Name and Title)

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

(12 CFR 226.15(b) requires that each owner receive two copies of this notice.)

To: Owner

Re: Your right to cancel Project

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is June 25, 2017, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor's Name: Gregory S Childers

Address: PO Box 12

Address: _____

City: McConnells, State: SC Zip: 29726

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Signature

Date

See the next page for important information about what happens if this agreement is cancelled.

Notice Required by 12 Code of Federal Regulation Section 226.15(d). Effects of Rescission

- (1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.
- (2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.
- (3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

(12 CFR 226.15(b) requires that each owner receive two copies of this notice.)

To: Owner

Re: Your right to cancel Project

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is _____, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor's Name: _____

Address: _____

Address: _____

City: _____, State: _____ Zip: _____

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of _____ (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Signature

Date

See the next page for important information about what happens if this agreement is cancelled.

Notice Required by 12 Code of Federal Regulation Section 226.15(d), Effects of Rescission

(1) When a consumer rescinds a transaction, the security interest giving rise to the right of rescission becomes void, and the consumer shall not be liable for any amount, including any finance charge.

(2) Within 20 calendar days after receipt of a notice of rescission, the creditor shall return any money or property that has been given to anyone in connection with the transaction and shall take any action necessary to reflect the termination of the security interest.

(3) If the creditor has delivered any money or property, the consumer may retain possession until the creditor has met its obligation under paragraph (d)(2) of this section. When the creditor has complied with that paragraph, the consumer shall tender the money or property to the creditor or, where the latter would be impracticable or inequitable, tender its reasonable value. At the consumer's option, tender of property may be made at the location of the property or at the consumer's residence. Tender of money must be made at the creditor's designated place of business. If the creditor does not take possession of the money or property within 20 calendar days after the consumer's tender, the consumer may keep it without further obligation.

Change Order Agreement

Today's Date _____ Original contract date _____
Job Address _____ Original contract price \$ _____
Job Address _____ Sum of previous changes \$ _____
City, ST, ZIP _____ Cost of this change \$ _____
Contractor _____ Revised contract price \$ _____

Description of this change _____

A. Material and supplies cost: \$ _____
B. Taxes and fees: \$ _____
C. Direct labor: \$ _____
D. Indirect labor costs: \$ _____
E. Equipment and tools: \$ _____

Subtotal: \$ _____

G. Overhead at _____ % of line F: \$ _____

H. Subcontracts: \$ _____

I. Overhead at _____ % of line H: \$ _____

J. Subtotal: \$ _____

K. Profit at _____ % of lines F and J: \$ _____

L. Subtotal: \$ _____

M. Total cost, lines F, J and L: [] Add [] Deduct \$ _____

N. Items specifically excluded from this change: _____

O. This proposal is valid for _____ days.

R. We require _____ days extension of the contract time.

[] We are proceeding with this work per your authorization.

[] Please return a signed copy of this agreement as your acknowledgment of this change.

This Change Order incorporates by reference the terms and conditions of the original contract and all change orders approved prior to the acceptance of this agreement.

This Change Order is accepted by _____ Date _____

11

Kimberly Condra
1497 Alexander Love Rd
Rock Hill SC 29732

Scope Of Work (Interior)

Bathroom #1

- Install Entry Door
- Vent Ceiling Exhaust Fan To Outside Of House
- Install Crown, Base, Door Trim
- Prime & Paint: Entry Door, Crown Moulding, Base Board, Door Trim, Walls, Ceiling

Laundry Room

- Vent Dryer To Outside Of House
- Install Entry Door To Access Garage
- Install Pet Door On Exterior Door To Back Yard
- Install Missing Tile At Entry Doors
- Install Crown, Base, Door Trim
- Prime & Paint: Crown Moulding, Base Board, Doors & Door Trim, Walls, Ceiling, Base Cabinet

Closet @ Laundry Room

- Install Door
- Install Crown, Base, Door Trim
- Prime & Paint: Crown Moulding, Base Board, Door, Door Trim, Walls, Ceiling, Shelving
- Install 1x10 Wood Shelving per Home Owners Specs

Pantry

- Install Door
- Install Crown, Base, Door Trim
- Install Shelving per Home Owners Specs
- Prime & Paint: Door, Door Trim, Walls, Ceiling, Shelving, Base Board, Crown Moulding

Bay Room

- Install Crown, Base, Window Trim
- Prime & Paint: Crown, Base, Window Trim, Walls, Ceiling

Dinning Room

- Install Crown, Base, Door Trim
- Prime & Paint: Door, Door Trim, Crown, Base, Ceiling, Walls

Foyer

- Install Closet Door
- Install Crown, Base, Door Trim
- Prime & Paint: Door, Door Trim, Crown Moulding, Base Board, Ceiling, Walls, Closet
- Install Front Entry Door
- Remove A/C Thermostat

Kitchen

- Skim Walls
- Tighten Cabinet Trim
- Install Crown Moulding over Sink

Kimberly Condra
1407 Alexander Lane Rd
Rock Hill SC 29732

STATE OF MISSISSIPPI (Underwriter)

Insurance of contents

in Household: Basic Board, Door Trim, Walls, Ceiling

in
in Basic Ward

Board, Doors & Door Trim, Walls, Ceiling, Basic Cabinet

in, Door, Door Trim, Walls, Ceiling, Shelving
in Spaces

Shelving, Basic Board, Crown Moulding

Ceiling

in Walls

Board, Ceiling, Walls, Closet

ROA 246

CONDRA 026

- Round Trim under Island Vanity
- Crown Moulding, Base Board
- Prime & Paint Ceiling, Walls, Base Board, Crown Moulding, Cabinet Trim
- Install Crown Moulding, Base Board, Door Trim, Window Trim
- Remove Existing Base Board
- Level & Repair Uneven Floor
- Prime & Paint: Walls, Ceiling, Base Board, Crown Moulding, Window & Door Trim

Living Room

- Install Window Trim, Door Trim, Base Board, Crown Moulding, Chair Rail
- Prime & Paint: Ceiling, Walls, Window Trim, Door Trim, Crown Moulding, Base Board, Chair Rail

Hallway #1

- Replace Closet Door
- Seal Closet Door Access (Remove existing Door)
- Remove Popcorn Ceiling
- Install Crown, Base, Door Trim
- Prime & Paint: Ceiling, Walls, Closet, Crown Moulding, Base Board

Hallway #2

- Remove & Replace 5 Doors
- Remove & Replace 1 Dbl Door
- Remove Popcorn Ceiling
- Install Crown Moulding, Base Board, Door Trim
- Prime & Paint: Crown Moulding, Base Board, Door Trim, Closet, Ceiling, Walls
- Reduce Closet Size
- Rebuild Closet, Install Shelving per Owners Specifications

Hall Bathroom

- Complete Remodel To Include:
New Vanity Cabinet, Tile Shower W/Glass Door, Toilet, Tile floor, Mildew Resistant Drywall, Linen Closet
- Move A/C Air Duct
- Prime & Paint: Ceiling, Walls, Trim

Bedroom #1

- Remove Existing Paneling & Trim
- Remove Popcorn Ceiling
- Replace Closet Door
- Repair Drywall
- Install Crown Moulding, Base Board, Door Trim, Window Trim
- Prime & Paint: Doors, Trim, Walls, Ceiling, Closet (to Incl. Shelves)

Bedroom #2

- Install Replacement Window

Bedroom #3

- Remove Popcorn Ceiling
- Install Crown Moulding, Base Board, Replacement Windows, Window Trim, Door Trim, Door
- Prime & Paint: Ceiling, Walls, Doors, Trim

Master Bathroom

- Complete Remodel To Include:

- Shower (6x6) W/Glass Door
- Free standing Garden Tub
- Window above Tub (to be determined)
- New Toilet Room
- Remove & Replace Floor Tile (12x12 Tiles)
- Remove & Replace Entry doors
- Install Dbl Sink Vanity
- Reconstruct Walls
- Add New Closet Door Entrance
- New Plumbing to Accommodate Changes
- New Heating & Air To Accommodate Changes
- New Electrical To Accommodate Changes
- Construct New Walk-In Closet
- Prime & Paint: Ceilings, Walls, Window Trim, Doors, Door Trim, Crown Moulding, Base Board

All Base Board To Be 5 1/2"

All Crown Moulding To Be 5 1/2"

All Door Trim, Window Trim To Be 3 1/2"

All Paint To Be Single Coated Except Where 2 Coats are Necessary

All Fixtures To Be Purchased By Owner per Choice Allowance To Be Determined (I.e.

Ceiling Fans, Lights, Vanity Cabinets, Floor Tile, Shower Tiles, Shelving Material, Toilets, Towel Bars, Toilet Paper Holders, Mirrors, Outlet Covers, Switch Covers, A/C Floor Registers, Door Knobs, Door Stops, Paint Colors

Kimberly Condra
1497 Alexander Love Rd
Rock Hill SC, 29732

Scope Of work (Exterior)

- Construct 16X12 Pressured Treated Wood Deck W/Treated Wood Rail System & Steps
- Enclose New Deck With Pressured Treated Wood Lattice
- Construct 8x8 Pressured Treated Wood Deck W/Treated Wood Rail System & Steps
- Enclose New Deck W/Pressured Treated Wood Lattice
- Remove Existing Brick Steps & Fireplace Base To Accommodate New Decks
- Remove Gutter System Repaint & Re-Install
- Remove & Replace All Vinyl Siding With white Vinyl Siding
- Remove & Replace All Vinyl Soffit Vented & Solid And Replace With White Vinyl Vented & Solid
- Remove & Replace All Metal Facial Trim (repair any Sub Facial Material that is necessary)
- Prime & Paint All Window Trim Including Existing Metal Trim
- Install New 10x10 Post Columns To Front Porch (4-6 Columns Total)
- Prime & Stain Front Porch Columns, Front Porch Ceiling, Wooden Shutters (color to be determined)
- Remove Existing Front Porch Ceiling Material
- Widen Existing Porch Band To Accommodate Larger Column Posts
- Install yellow Pine Bead Board Ceiling
- Prime & Paint Gable End Vents (3)
- Extend Gable Roof Line To Tie Into Existing Roof Line Over French Door
- Repair Brick Around French Door And Surrounding Areas
- Stain All Decks, Lattice & Rail Systems With Jacobean Color Wood Stain

GSC Construction inc.

Greg Childers

PO Box 12

McConnells, SC 29726

(803) 818-4489

PROPOSAL

PROPOSAL # 07272017

PROPOSAL DATE: 07/27/2017

TO:

KIMBERLY CONDRA

1497 Alexander Rd

Rock Hill SC 29730

JOB LOCATION:

KIMBERLY CONDRA

1497 Alexander Rd

Rock Hill SC 29730

Date	PROPOSAL #	Reference		Due Date	TERMS
07/27/2017	07272017	Jerry		07/27/2017	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Cut Out & Remove Existing Tile in Kitchen & Laundry Rm Repair any subfloor Damage that may occur during tile removal Install 15lb felt Paper Install 2 1/4" red oak Hardwood Flooring Sand Stain & Seal New Hardwood Floor Install Shoe Molding Stain & Seal Property location: 1497 Alexander Rd, Rock Hill SC 29730		\$3,500.00
	SUBTOTAL		\$3,500.00
	TOTAL DUE		\$3,500.00

Make all checks payable to: **GSC Construction Inc.**

If you have any questions concerning this invoice, contact: **Greg Childers (803) 818-4489**

Thank you for your business!

Bank of America		Cashier's Check		No. ~~040008~~	
Please to Purchase: In the event this check is lost, misplaced or stolen, it must be reported and every attempt must be made to recover prior to replacement. The check should be replaced within 90 days.		Void After 90 Days		30-L/1140	
ROCK HILL CHERRY ROAD 0006 7632200 0006		Date 06/27/17 09:11:40 AM		NTX	
Pay \$16,750.00		**\$16,750.00**		a cash at bank check cashed	
Sixteen Thousand Seven Hundred Fifty and 00/100 Dollars					
To The Order Of GREGORY S CHILDERS					
2 OF 3 INSTALLMENTS					
Reimburse (Purchased By): KIMBERLY ANN CONDR					
Bank of America, N.A. SAN ANTONIO, TX				AUTHORIZED SIGNATURE	
THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS.					

041467726

11/20 8/11
 11/18 07/13
 116,750.00
 DRL SC778222
 Cash Check
 R/TB 540740134
 Account
 Entry MSC
 CC 7631400 LT 00006
 DA/27/2017 10:25
 Trm 00062

Seq: 226
 Batch: 464667
 Date: 06/27/17

Seq: 00220 06/27/17
 BAT: 464667 CC: 0057631400
 WT: 01 LTPS: Atlanta ET
 BC: Manchester Village BC SC5-514

DO NOT WRITE BELOW THIS LINE
 ENDORSEMENT BANK DOCUMENT

GREGORY S CHILDERS JUN 11 2017

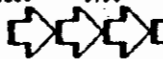
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DAT:428337 CC:0057632209
WT-BI LTPS:Atlanta ET
BC:Cherry Road BC SC5-512

No. 0143004901

Date 07/28/17 04:08:52 PM

ROCK HILL CHERRY ROAD
0006 7632200 : 0158

Pay



BANK OF AMERICA **\$500.00** CTSC15

****\$3,500.00****

****Three Thousand Five Hundred and 00/100 Dollars****

To The Order Of **GREG CHILDERS**
FOR KITCHEN FLOOR

Remailer (Purchased By): KIMBERLY ANN CONTRA

Bank of America, N.A.
SAN ANTONIO, TX

Basford

AUTHORIZED SIGNATURE

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK. ■ HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENTS. ■

CONDRA 035

<https://webimageviewer.bankofamerica.com/VirtualViewerIaasHTML5/resources/print.html> 2/12/2018

Date 09/15/17 01:00:41 PM

****\$9,250.00****


AUTHORIZED SIGNATURE

~~XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX~~

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Seq:00173 09/18/17
BAT:201761 CC:0057031400
WT:01 LTPS:Atlanta ET
BC:Manchester Village BC SC5-514

BOOK 38 CHECK HERE
DATE: JUN 11 2010
GROUPOY, Gregory
DO NOT WRITE BELOW THIS LINE
OFFICIAL USE ONLY (PROCEED WITH CAUTION)

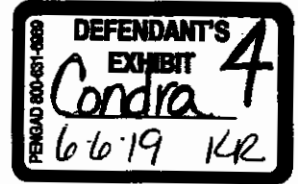
Kimberly Condra

(704) 793-7216

Wednesday, September 10, 2017

What happened to you today?

8:42 PM



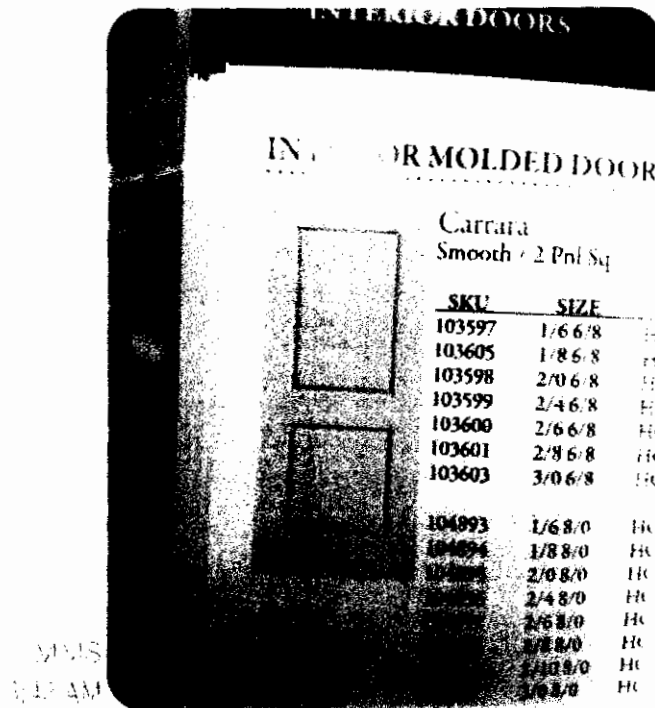
Thursday, September 11, 2017

Greg, what's going on?

8:14 AM

Be back in a minute

8:15 AM



Friday, September 22, 2017

I knew you would get lost

10:17 AM

Not this color, but this style:

Kimberly Condra
 (704) 798-7206



Wednesday, September 20, 2017

K What happened to you today?

3:42 PM

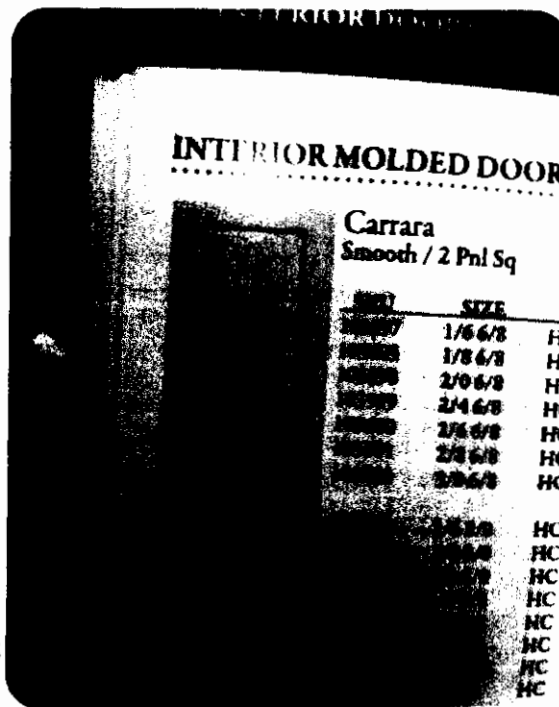
Thursday, September 21, 2017

K Greg, what's going on?

8:04 AM

8:10 AM Be back in a minute

MMS
 8:43 AM



Friday, September 22, 2017

K I knew you would get lost

10:17 AM

K Not this color, but this style:



< **Kimberly Condra**
(704) 798-7206



K Not this color, but this style:



MMS
1:50 PM

K With the black hardware and style like
this: <http://pin.it/Ld6penc> 2:02 PM

Monday, September 25, 2017

K Hi Greg, what's the plan for this
week? I was thinking you'd be here
early this AM. 7:39 AM

K What do you think?
<http://pin.it/RRjFICg> 9:49 AM

Tuesday, September 26, 2017

K

 **Judy Hildebrand**
+1 704-798-0155 MMS
2:30 PM

K Here's the hardware I want for the
front door:

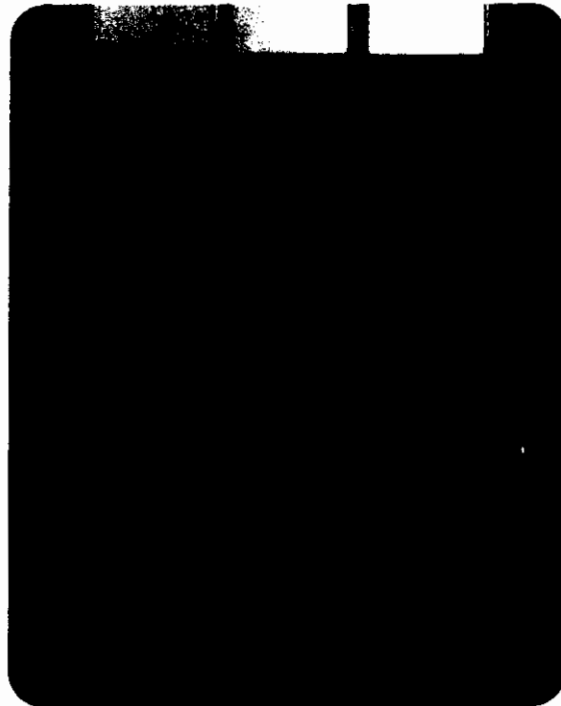


< **Kimberly Condra**

(704) 798-7206



K Here's the hardware I want for the front door:



MMS
4:43 PM

5:44 PM Looks nice

K Thanks. Are you good with getting it?
The painters will need to take the other one off when staining the door

5:45 PM

Wednesday, September 27, 2017

K Hi ... are you all coming back?

2:09 PM

2:19 PM No not today

K Ok

How about tomorrow?

2:38 PM

K I want to be sure we connect before I leave so you have everything you





Kimberly Condra

(704) 798-7206



K

I want to be sure we connect before
I leave so you have everything you
need from me.

2:47 PM

Thursday, September 28, 2017

Painter needs to get in tomorrow
7:42 PM morning at 8am, thanks

G

K

Hi .. I'm in class. I can call you about
9PM if not too late

Ok

No one was there today. 7:42 PM

7:43 PM She was there but couldn't get in,
coming back in the morning at 8am

G

K

K

I wonder why they didn't do
more outside

7:44 PM

7:45 PM Because I'm outta town, that's what
I told them to do, they said they
couldn't because the paint was in the
garage, grrrrrrrrr

G

K

Oh my, ok 7:45 PM

Friday, September 29, 2017

K

Just FYI, they never showed back up. 4:01 PM

I got a text msg..... something about
police and charges being filed and
some other #@ \$! I didn't want to
hear.....sooooo don't expect her before



< **Kimberly Condra**

(704) 798-7206



K OK, thanks for letting me know.

I appreciate that.

Thanks. 4:05 PM

4:06 PM Your job has turned into quite the "adventure"

K LOL

Tell me about it!

And you're just here for the second half. 4:06 PM

Monday, October 2, 2017

K Marty Rawls: 803 322 3048

Judy Hildebrand (Mother): 704 798 0155 8:01 AM

Thursday, October 5, 2017

K Greg, how is the house coming this week? How much more will there be to do when I get back on 10/15? 1:36 PM

Monday, October 16, 2017

K Greg, I'm back home and very stunned at the lack of progress on the house. You said you'd be completed given the extra 2 weeks in October. There has been no progress at all. Where the painter did do additional stain on the front porch looks terrible. There are now 3 different shades on the ceiling.



< **Kimberly Condra**
(704) 798-7206



Painter will be there at 730 tomorrow morning, electrician will be there Saturday at 8am, plumber will be there at the end of the week have not given me a date or time should know tomorrow, hardwood floor guy is coming first of Next week, brick mason is coming at the end of this week Thursday or Fri

9:46 PM



VIEW ALL



Tuesday, October 17, 2017

K

I am working downtown this week and much of next week. Are you making arrangements to have someone here that has access to the house? Mom was here the passed two weeks for that reason, but she has gone home. She is unable to stay here any longer due to obligations she has at home.

4:20 AM

K

Greg, I waited at the house until 8AM. No one showed up. I contacted Marty. He said if someone calls to let him know they need access to the garage or house, he'll go to let them inside. You'll need to coordinate with him.

8:47 AM

9:23 AM

Ok

Wednesday, October 18, 2017

K

Greg, painter hasn't shown up. I waited on your call yesterday. I will be downtown Charlotte all day tomorrow. Please contact Marty to coordinate access to the house if anyone shows up to work.

12:24 PM

2:06 PM

Ok thanks Kim



< **Kimberly Condra**
(704) 798-7206



Sheila Joe Hanson the painter has been fired she is no longer allowed on the property I have another painter coming to finish the project please pass this on to Marty and Judy.... sorry about her performance this is the guy I wanted from the start.... any questions please call.... again she is no lon

3:44 PM



VIEW ALL



K Thanks, Greg. I'll let them know. 3:50 PM

K Do you know when the new guy will be here? I'll need to show him where she messed up and stuff. I'm not sure she primed before she painted the trim/windows. 3:52 PM

K And, I don't know how he is going to fix the stain. 3:53 PM

4:14 PM That's prime on the Windows she hasn't painted anything.... the ceiling will have to be replaced it cannot be fixed unless you want to chose a darker shade... which will not match the door....

4:18 PM I'm supposed to meet him Saturday at 11am....i will have an entire crew there next week

K Good 5:10 PM

Friday, October 20, 2017

K Greg, I know the new painter is supposed to be here tomorrow. However, none of the other trades people showed up such as: the plumber the



< **Kimberly Condra**
(704) 798-7206



Friday, October 20, 2017

K Greg, I know the new painter is supposed to be here tomorrow. However, none of the other trades people showed up such as: the plumber, the brick mason, and framers who you indicated would be here at the end of this week. Are you still planning to be here tomorrow at 11AM?

4:36 PM

5:06 PM Yes

Saturday, October 21, 2017

9:02 AM The electrician will be there in 1 hr will you be there to let them in

K I can let him in. Did he get a permit to do the work? I need you to get a permit so the deck and other work can be inspected.

9:05 AM

9:07 AM I am

Sunday, October 22, 2017

K Greg, I'm about 5 minutes away from the house. I'll be there shortly.

2:05 PM

2:09 PM Ok

K I'm here 2:14 PM

K Where are you?

Julio is wondering what he is signing up to do

2:49 PM



< **Kimberly Condra**
(704) 798-7206



K Should Julio be here tomorrow
with a crew? 2:50 PM

K Looks like you are not going to show
up today. I met with Julio. Based on
the conversation, the expectation is
he will arrive mid week with a crew to
begin the completion of all work left
for the house. This is based on your
commitment from yesterday. 3:20 PM

Monday, October 23, 2017

K Greg, in your note last week, you
said the plumber would be here at
the end of last week. There still has
been no plumber arrive. When will the
plumber be here? Same with brick
mason. You indicated the brick mason
would be here on Thursday or Friday
of last week. When will the brick
mason be here? N

VIEW ALL > 6:22 AM

Yes ma'am. That interior/ exterior work
is scheduled with Julio whom you met
yesterday. The plumber was going to
do just the rough in and I told him to
price the job to include fixtures as well,
his delay is pricing why that matters I
don't know, the brick mason is ready
but the sub I had scheduled

7:04 AM VIEW ALL >

K I decided to work from home today. If
Julio needs in I will be here. 7:46 AM

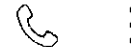
Tuesday, October 24, 2017

Greg Julio never showed up



< **Kimberly Condra**

(704) 798-7206



Tuesday, October 24, 2017

K Greg, Julio never showed up yesterday. I've texted him about coordinating arrival time tomorrow. But I've received no response. I need to know if he is coming tomorrow. I have to go downtown. Marty had to have a medical procedure and is unable to come tomorrow to let him in. 7:16 PM

Ok ill check on him... call you in a short bit
7:23 PM

K Ok 7:24 PM

I didn't hear back from him either I'll call him in the morning.... I'll get the project moving again Kim. I know you have people coming. I'll be there personally if the subs don't work out and stay everyday until the protect gets completed. I'll call you in the morning to discus further. Thanks and

9:37 PM  **VIEW ALL** >

K Thanks. 9:38 PM

Wednesday, October 25, 2017

K Greg, I tried to call you several times. When are you available to speak? 8:02 AM

Tuesday, November 7, 2017

I will be there today between
6:14 AM 1-2..... Thanks

K I am downtown Charlotte today. That will not work



< **Kimberly Condra**
(704) 798-7206



I am downtown Charlotte today. That will not work. 6:15 AM



I received a cease and desist order from the City since you did not obtain a permit. 6:16 AM



What is the purpose of you requesting a meeting? 6:22 AM

That's fine I am in the process of obtaining the permit as of yesterday...was told Mike Nugent had put a hold on the project awaiting my plans, which I received from my craftsman yesterday. After the city receives the plans the design goes under review and takes a minimum of 3 days before a permit



6:24 AM



VIEW ALL



I have a written agreement from butch's plumbing to do your job but after receiving numerous calls from the city of rock hill and the scbc they retracted their involvement on Monday Nov. 5.. same thing from the electrician said he no longer wanted to be involved in the project after speaking to the



6:29 AM



VIEW ALL



No, do not come on my property without me being here.

And, do not remove anything until you refund my money for all the work you did not complete.

6:31 AM



< **Kimberly Condra**
(704) 798-7206



(K)

I spoke directly to Butch. He said he never talked to you about my job and does not do rough in plumbing any longer.

I also spoke to electrician. He did not state as you claim.

6:32 AM

(K)

He was concerned about you paying him and about you mishandling the job/schedule.

6:33 AM

(K)

There is no reason why the previous electrician would have an issue with the job. I spoke to him as well and he did not have a problem transferring the work. We settled on very good terms.

6:34 AM

Everything I wrote to you this morning is true as far as coming by to pick up the tools ill submit the invoices of work done... then remove my tools from your property that will be this evening after you return home....i will have the city police meet me there so a conflict does not occur.... Thank

(G)

6:41 AM



VIEW ALL



(K)

That's fine. The Police can come. In fact, I will call them now.

6:44 AM

Friday, November 10, 2017

12:31 PM

Wil you know something today

(G)

(K)

No, I don't think so. He said he needs to write the report up and they will call or email me.

1:12 PM

Wednesday, December 20, 2017



Kimberly Condra

(704) 798-7206

12.20.17 PM



No, I don't think so. He said he needs to write the report up and they will call or email me.

1:12 PM

Wednesday, December 20, 2017

Tried to call you but I didn't get an answer... Tried to call Marty rawls but didn't get an answer.... I'm going to come by your property at 1497 Alexander rd to pick up my tools that are located on your property... the police will be with me when I arrive. Please notify the contractor that's on si



8:52 AM



VIEW ALL



Per the email from Lucy McDow, Items will be available for you to pickup on Friday, 12/22/17, at 2PM ET.

11:59 AM

I tried to pick my items up from you with assurance that I would only take what was my tools from your property by having a police escort....I was denied that attempt by you and your attorney, therefore I'm going to pursue legal means to obtain my property that you have in your possession. I will be



12:34 PM



VIEW ALL



Friday, December 22, 2017



Greg, please review the email from Lucy McDow sent to you on 12/20 in regards to a time for you to pickup materials. Please call Lucy this AM if you plan to be at my home today so arrangements can be made.

9:29 AM



**Kimberly Condra, Marty Rawls**

Group conversation

Monday, October 23, 2017

**Marty Rawls**

Greg,

Since you did not show up on Sunday and did not respond to our text's nor return Julio's calls we can only assume something major was going on with you. However, communications continue to be a major issue so I am putting into writing my understanding of what you have committed to verbally ei



VIEW ALL

MMS
11:29 AMMMS
11:34 AM

Yes

**Marty Rawls**

Thanks

MMS
11:34 AM

Wednesday, October 25, 2017

**Marty Rawls**

Greg what's the deal? Once again no one shows up to work on Kim's house. You



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Wednesday, October 25, 2017



Marty Rawls

Greg what's the deal? Once again no one shows up to work on Kim's house. You promised that work would start and said Julio was on board

MMS

12:47 PM

MMS
3:28 PM

Talked with Kim this morning,



Friday, October 27, 2017

Kimberly Condra



Greg, did you speak with Josh? Is he planning on being at the house Sunday or is he going to wait until you've framed the bathroom?

MMS

5:40 PM

Saturday, October 28, 2017

Kimberly Condra



Greg, since I didn't hear from you, I called Josh. He told me that he was unable to reach you as well. He said if I did not hear from him that he would not be here Sunday. I told him I'd rather



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation

Saturday, October 28, 2017

Kimberly Condra



Greg, since I didn't hear from you, I called Josh. He told me that he was unable to reach you as well. He said if I did not hear from him that he would not be here Sunday. I told him I'd rather for him to wait on doing any of the placement of things in the bathroom anyway. I've been researching and



VIEW ALL

MMS
8:38 AM

Sunday, October 29, 2017

Kimberly Condra



Greg, I just left you a voice message since I have not received a response. There are a few things that must occur tomorrow, 10/30. For material delivery, I expect all materials to be on sight by end of week. If not, I want to know the reason for the materials not being here. First, you must acquire



VIEW ALL



MMS



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Kimberly Condra



There must not be any additional excuses as to why the above does not occur.

MMS
6:37 AM

Kimberly Condra



I am suppose to have furniture delivered to the house beginning mid November so I can host Thanksgiving here for my family. This was scheduled many, many months ago when the renovation was to be completed by 9/29. My life can no longer be put on hold. It's time for you to complete the work.

MMS
6:40 AM

Good morning. I will come by today to discus this with you in person. I related to you that I would be there in the morning. I would like to meet with you today if your schedule slowed that. Thanks call me when you have time



MMS
6:52 AM

Kimberly Condra



I have set appointments for 1030AM and 4PM. I can



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Kimberly Condra



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MMS
6:52 AM

Kimberly Condra



I have set appointments for 1030AM and 1PM. I can



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Kimberly Condra



There must not be any additional excuses as to why the above does not occur.

MMS
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I am suppose to have furniture delivered to the house beginning mid November so I can host Thanksgiving here for my family. This was scheduled many, many months ago when the renovation was to be completed by 9/29. My life can no longer be put on hold. It's time for you to complete the work.

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MMS
6:52 AM

Kimberly Condra



I have set appointments for 1030AM and 1PM. I can



Group conversation





< **Kimberly Condra, Marty Rawls**



Group conversation

Kimberly Condra



I have set appointments for 1030AM and 4PM. I can meet between the times of 9 to 10 or from 130 to 3PM. Let me know which time works for you. I want Marty to be here so he will need to know when to arrive.

MMS
7:20 AM

Kimberly Condra



Greg, let's say 2PM. That will ensure I have enough time to get back home. I'll see you at 2PM unless you let me know different.

MMS
7:29 AM

I'm not gonna make the 2pm appointment I'm still an hr out. I can come by this evening or I'll see you oon the morning but I will call you this afternoon after your 4 ppm appointment. Thanks



MMS
12:32 PM



Kimberly Condra

OK, can you meet at 8AM in the morning?

MMS
12:34 PM

Monday, October 30, 2017



Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Kimberly Condra



I have set appointments for 1030AM and 4PM. I can meet between the times of 9 to 10 or from 130 to 3PM. Let me know which time works for you. I want Marty to be here so he will need to know when to arrive.

MMS
7:20 AM

Kimberly Condra



Greg, let's say 2PM. That will ensure I have enough time to get back home. I'll see you at 2PM unless you let me know different.

MMS
7:29 AM

I'm not gonna make the 2pm appointment I'm still an hr out. I can come by this evening or I'll see you oon the morning but I will call you this afternoon after your 4 ppm appointment. Thanks



MMS
12:32 PM



Kimberly Condra

OK, can you meet at 8AM in the morning?

MMS
12:34 PM

Monday, October 30, 2017



Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls

Group conversation



Kimberly Condra

Greg, what time are you going to be here?

MMS
7:16 AM

MMS
9:34 AM

I'm getting materials and bringing them to the house in and out today



Kimberly Condra

Don't forget about picking up the permits

MMS
9:38 AM



Kimberly Condra

Greg, what is your license number?

MMS
9:55 AM

MMS
10:27 AM

81-52202



Kimberly Condra

What's your SCLLR number?

MMS
10:32 AM



Kimberly Condra

She said you may be looking at the wrong part of the number.

MMS
10:34 AM



Kimberly Condra

Greg, I saw where you tried to call. I'm in meetings until 330PM. Do you know what time you will be here this

.....



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Tuesday, October 31, 2017



Kimberly Condra

Greg, I need the project schedule, sub info, and plan today. I can meet this evening. Please confirm you will be here. Per our phone conversation, you were finishing this yesterday. Much of the work you have to do can be done without the need for inspection. Scraping ceilings, finishing ceilings, p



VIEW ALL



MMS
7:58 AM



Kimberly Condra

And, I don't see any materials arriving at the house. I must have all materials here. You stated you would be in and out with these yesterday, but I see no evidence of this. Please confirm when the materials will be delivered.

MMS
8:01 AM



Group conversation





VIEW ALL



MMS
9:10 AM

Wednesday, November 1, 2017

Kimberly Condra



Greg, when are the materials being delivered? All materials should have been here months ago. You confirmed you would have them here this week.

MMS
8:40 PM

MMS
8:50 PM

Friday or Monday latest



Plumber and electrician will be picking up the order you have in place and installing them as part of the arrangement I have with them



MMS
8:50 PM



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

The materials I need for this weekend will be brought with me and are already there. The plumber is in the process of pulling their permit. Have a call out to electrician about him getting his permit but have not heard back from him yet. The permits I need for framing, siding, deck and interior stru



MMS
9:01 PM



VIEW ALL



Saturday, November 4, 2017



Kimberly Condra

Greg, what time are you arriving today?

MMS

What is the schedule to have done this weekend?

MMS

Thanksgiving is rapidly approaching.

MMS
7:40 AM

The building inspector said directly to me that no work is to continue until the proper permits are in place. You were told that it would be Monday before



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation

The building inspector said directly to me that no work is to continue until the proper permits are in place. You were told that it would be Monday before any of the permits could be reasonably obtained. Nothing has changed per our last discussion

MMS
7:46 AM

Kimberly Condra

This is just one of your texts to me that stated repetitively that you would be delivering materials this weekend AND that you would be doing work that DID NOT require a permit: The materials I need for this weekend will be brought with me and are already there. The plumber is in the process of pul



VIEW ALL

MMS
7:49 AM

Kimberly Condra

You told me verbally that my materials would be here this week. You have done nothing you have committed



Group conversation





Kimberly Condra, Marty Rawls



Group conversation



Kimberly Condra

You told me verbally that my materials would be here this week. You have done nothing you have committed to at any point through this process.

MMS
7:50 AM

MMS
8:09 AM

That is not true



Monday, November 6, 2017



Kimberly Condra

Greg, please confirm what time you will be here today. Per your latest message, you will arrive today after acquiring building permit from Rock Hill City. Also, when will all the materials that I paid for in the first installment to you of \$24,250 be here? This includes, but is not limited to: plumb



VIEW ALL



MMS
5:28 AM



Kimberly Condra

Mike Nugent just sent me an IM. He stated you have not been by to acquire your permit. When are you planning



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation



Mike Nugent just sent me an IM. He stated you have not been by to acquire your permit. When are you planning to obtain the permit?

MMS

12:20 PM

Tuesday, November 7, 2017



Kimberly Condra

Greg, per the following message from this morning, "That's fine I am in the process of obtaining the permit as of yesterday...was told Mike Nugent had put a hold on the project awaiting my plans, which I received from my craftsman yesterday. After the city receives the plans the design goes under r



VIEW ALL



MMS

3:24 PM

Wednesday, November 8, 2017



Kimberly Condra

Greg, since I didn't hear from you, I want to ensure you received my message. As of 330pm yesterday, 11/7, the City of Rock Hill confirmed



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Wednesday, November 8, 2017



Kimberly Condra

Greg, since I didn't hear from you, I want to ensure you received my message. As of 330pm yesterday, 11/7, the City of Rock Hill confirmed you had not yet began the process for acquiring a permit. Per your earlier message to me as well as our phone conversation, my understanding from you was that yo



VIEW ALL



MMS
8:16 AM

Per our discussion you have an inspection scheduled for Friday we agreed that we would meet over the wknd to go over contact modifications and the permits will be established after that Monday morning. If at all possible I would like to work on the project this week finishing hardwood floors, instal



MMS
9:26 AM



VIEW ALL



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Per our discussion you have an inspection scheduled for Friday we agreed that we would meet over the wknd to go over contact modifications and the permits will be established after that Monday morning. If at all possible I would like to work on the project this week finishing hardwood floors, instal

MMS
8:36 AM



VIEW ALL



Kimberly Condra

K

I wasn't aware that you were making the permit a dependency of the Inspection. I don't recall that being stated in our conversation. Thank you for providing clarification. When you say you want to work on the project "this week" do you mean this week as in the week of 11/6 or "this week" being the w



VIEW ALL



MMS
8:44 AM

K

Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls



Group conversation



Kimberly Condra

Greg, did you hear from Steve, when in Friday can he meet with Mike? I want to schedule a meeting so Mike will be sure to be there and available.

MMS
7:44 PM

Thursday, November 9, 2017



Kimberly Condra

Greg, I can contact Steve directly and ask for his availability.

MMS
7:41 AM



Kimberly Condra

Send me Steve's number and I'll coordinate the meeting.

MMS
7:53 AM



Kimberly Condra

Greg, what's the status on the application for the permit?

MMS
5:10 PM

Friday, November 10, 2017



Marty Rawls

Greg when you don't respond with any feedback positive or negative you give the impression that you don't care or your not



Group conversation





Kimberly Condra, Marty Rawls



Group conversation



Marty Rawls

Greg when you don't respond with any feedback positive or negative you give the impression that you don't care or your not serious about Getty's Good Night the house done and that is what frustrates both Kim and I.

MMS
8:44 AM



Kimberly Condra

Greg, inspection is done. The Inspector is turning his findings into the office and they will let me know.

MMS
12:04 PM

MMS
12:23 PM

Ok keep me posted. Ready to get going as soon as possible



Kimberly Condra

Tomorrow I will be away from the house most of the day. I'll be home all day Sunday. Let me know when you are wanting to come by so we can coordinate schedules.

MMS
1:49 PM



Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls



Group conversation



Kimberly Condra

As soon as possible is up to you. My reason for hiring a licensed contractor was to get my house done properly and in a reasonable time frame. That is your job. My part is to make sure someone is there to let u in the house.

MMS
5:30 PM

Sunday, November 12, 2017



Kimberly Condra

Greg, i need to coordinate the time we are meeting today.

MMS
8:02 AM

MMS
8:05 AM

I'll call you shortly



Kimberly Condra

Greg, I have things I need to do today. I need to coordinate schedules ASAP.

MMS
10:08 AM

MMS
10:34 AM

Sorry I got super busy doing paperwork.... are you working from home in the morning if so and even if not I can be there at 7am sharp.... if that will work



Group conversation





Kimberly Condra, Marty Rawls



Group conversation



Kimberly Condra

Greg, I am available today at 2PM. I'll expect you then.

MMS
10:44 AM

That's not going to work for me tomorrow morning at 7 works best... hope that does not inconvenience you to much, but today I'm not going to make it

MMS
10:48 AM



Kimberly Condra

Greg, you promised you would be here this weekend. I am not available tomorrow.

MMS
11:03 AM

Monday, November 13, 2017



Kimberly Condra

Greg, it's passed 7. You committed to being here at 7AM sharp.

MMS
7:08 AM



Marty Rawls

Greg. We are sitting with Niki at the city and indicates that you have to submit the new plan for the deck and the construction plans include dimensions for new walls and all roofing changes. When are you coming down

MMS



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation

Marty Rawls

Greg. We are sitting with Niki at the city and indicates that you have to submit the new plan for the deck and the construction plans include dimensions for new walls and all roofing changes. When are you coming down to get the permit?

MMS

10:46 AM

MMS

10:50 AM

After lunch

Marty Rawls

Ok I'll let Niki know that your coming in.

MMS

10:52 AM



Marty Rawls

By the way pet Mike Nugent your brother has to come in to pull the permit

MMS

10:54 AM

**Group conversation**



Kimberly Condra, Marty Rawls



Group conversation

Marty Rawls



Ok I'll let Niki know that your coming in.

MMS
10:52 AM



Marty Rawls

By the way pet Mike Nugent your brother has to come in to pull the permit

MMS
10:54 AM



VIEW ALL



MMS
11:27 AM

Ok great news I'll get that done today and call you a soon as I leave there.... thanks

MMS
11:43 AM

Tuesday, November 14, 2017

Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Kimberly Condra



Greg, I'd like an update on
status regarding the permit.

MMS
3:18 PM

Couldn't get Steve to go by
today due to job conflict will
go by 1st thing in the am.....
I'll cal you right after to get
stop order lifted and plan
on working at your place
tomorrow afternoon in order
has been lifted

MMS
3:39 PM

Wednesday, November 15, 2017



Kimberly Condra

Greg, checking in, what is
status on permit?

MMS
11:39 AM

Just spoke with Mike
Nugent the framing work
that was done...lv rm,
laundry rm, back porch
roof framing and tear off
will need to be indicated
per original permit specs
and the original contractor
indicated as to the work
completed during phase 1
before adequate plans for
phase 2 can be submitted, r



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation



Kimberly Condra

Greg, the above is not accurate. I permitted everything I was supposed to per my conversations with the City. Since you are not a licensed contractor and did not permit the job when I signed the contract with you on 6/25/17, you have left me in a terrible position. At this point, you owe me a great



VIEW ALL

MMS
3:17 PM

Kimberly Condra

Greg, you stated you had a bulk amount of my money now. I want my money.

MMS
5:22 PM

Thursday, November 16, 2017



Kimberly Condra

Greg, I want my money returned immediately. Per our conversation on Monday, you stated you had approximately \$20,000 of my money to refund now and another \$20,000 to refund by end of month. That leaves over \$12000 outstanding.

MMS
7:11 AM

Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation



Kimberly Condra

Greg, I want my money returned immediately. Per our conversation on Monday, you stated you had approximately \$20,000 of my money to refund now and another \$20,000 to refund by end of month. That leaves over \$12000 outstanding.

MMS
7:11 AM

Kimberly Condra

Greg, you kept telling me that you were not raised to desert a project and take someone's money without earning it. You stated you were honest, a Christian, and a man of your word. If so, you will return my money so I can at least get my home back to a condition that is as good as you found it. You



VIEW ALL

MMS
7:33 AM

Friday, November 17, 2017

Kimberly Condra

Greg, as you know, you have left my home in total disarray and you have



Group conversation





Kimberly Condra, Marty Rawls

Group conversation



Kimberly Condra

Greg, as you know, you have left my home in total disarray and you have compromised the integrity of the structure by leaving my home where water is not adequately draining away from the structure. I must have my money back in order to pay a reputable contractor to at least fix what you have destroy



VIEW ALL



MMS
5:33 AM

I think that would be best for us both.... I'll be in contact with you today about that.... thanks

MMS
7:09 AM



Kimberly Condra

Greg, I need my money. The day is coming to a close. We need to set a place and time for you to deliver a cashiers check to me for the money that is owed.

MMS
3:03 PM

Ok... let's meet on Monday
I'll get all the invoices



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation

Ok... let's meet on Monday
I'll get all the invoices
together and materials
that need to be delivered
together. We can meet
some time Monday and get
all this worked out. Let me
know what is a good time
for you... that being said....
if you want me to finish I
wouldn't mind finishing...i
can go by th

MMS
5:49 PM

VIEW ALL



Sunday, November 19, 2017



Kimberly Condra

Greg, I'm unable to meet
tomorrow. It most likely will
be after Thanksgiving when
I'll be able to arrange the
meeting at the attorney's
office so we can sign papers
agreeing to how much and
when repayment will be
received. I want to be sure
we have everything in writing
so there is no misinterpretat



VIEW ALL

MMS
1:17 PM

Group conversation





Kimberly Condra, Marty Rawls



Group conversation

11/17/17

Ok sounds good....i will need to come by and pick up the remaining tools I have there either tomorrow or Tuesday.... thanks

MMS
5:55 PM



Kimberly Condra

No, that won't be possible. I'll make arrangements with you after this week.

MMS
6:00 PM



Kimberly Condra

I do want the dumpster removed from my drive way immediately.

MMS
6:01 PM

MMS
6:04 PM

Scheduled for tomorrow as of Friday

Monday, November 20, 2017



Kimberly Condra

Greg, the dumpster is still in my driveway.

MMS
5:12 PM



Kimberly Condra

I need a list of all materials you say you have available for delivery. You can email to me at KACondra@gmail.com. Or, I can call Carter



Group conversation





Kimberly Condra, Marty Rawls



Group conversation



Kimberly Condra

I need a list of all materials you say you have available for delivery. You can email to me at KACondra@gmail.com. Or, I can call Carter Lumber to obtain the list if you prefer. Let me know.

MMS
5:14 PM



Kimberly Condra

Greg, I need to know what material credits you have to count toward the money I've paid you. The attorney needs this in order to determine an accurate amount of repayment in materials and money. I need to get this to him ASAP so we can meet next week. Please let me know if/when you will provide this



VIEW ALL



MMS
9:39 PM



Kimberly Condra

As soon as he has the info in hand we can work to schedule a time to settle everything.

MMS
9:40 PM

Tuesday, November 21, 2017



Group conversation





Kimberly Condra, Marty Rawls



Group conversation

Tuesday, November 21, 2017

MMS
7:16 AM

Will provide you with
accurate account of
invoices as soon as I have
them completed Thanks



Kimberly Condra

Greg, I have been contacted
by several businesses seek-
ing payment for materials,
etc. that you have ordered
and have never paid for. Ap-
parently, because you listed
my address as the account,
these businesses are con-
sidering filing liens against
my property. So, I'm not sure
what invoices you keep re



VIEW ALL



MMS
7:27 AM



Kimberly Condra

Also, before I am surprised
by notices of liens on my
home from your unpaid
debts, I need a list of all the
businesses where you have
not paid bills but listed my
address as the account.

MMS
7:31 AM

Wednesday, November 22, 2017



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation



Kimberly Condra

Greg, the dumpster is still in my driveway. It needs to be picked up immediately. We need to meet with the attorney to arrange repayment terms/conditions ASAP. You can bring whatever invoices you may have to that meeting.

MMS
6:54 AM

Monday, November 27, 2017

Kimberly Condra

Greg, I need my money refunded. I must have my home repaired ASAP. The end of month is this week. You said you could have \$20,000 to me by end of month. I can meet you on Friday to collect. What times are you available?

MMS
12:31 PM

Kimberly Condra

Greg, I've paid you all the money I have. I need my money refunded in order to fix my home. Also, your creditors are now contacting me saying they are placing liens on my property. I paid



Group conversation





Kimberly Condra, Marty Rawls
Group conversation



Kimberly Condra

Greg, I've paid you all the money I have. I need my money refunded in order to fix my home. Also, your creditors are now contacting me saying they are placing liens on my property. I paid you the \$24,250 up front in order for you to pay for materials. Yet, your creditors are calling and mailing let

(No s
10:28

I need
the r
and
my t
my s
lega
is se
Tues



VIEW ALL



MMS
9:13 PM

Thursday, November 30, 2017

MMS
6:42 AM

I need a time today or tomorrow to come get my tools from your property thanks

Tuesday, December 5, 2017

I need to know what you want to do with the materials purchased for your project and I need a time to come by and pick up my tools that are at your property, this is my second and final request for a



Group conversation





< **Kimberly Condra, Marty Rawls**

Group conversation



Thursday, November 30, 2017

MMS
6:42 AM

I need a time today or
tomorrow to come get my
tools from your property
thanks

Tuesday, December 5, 2017

I need to know what
you want to do with the
materials purchased for
your project and I need a
time to come by and pick
up my tools that are at your
property, this is my second
and final request for a
timeline, legal procedures
will follow if no response
is sent. Thank You Greg
Childers sent 10:27 Tu

MMS
10:28 AM



VIEW ALL



Thursday, December 7, 2017

Kimberly Condra

First, I need confirmation
that Carter Lumber has been
paid in full, \$16,700, for all
materials you purchased
under my name. Second,



Group conversation



21



Kimberly Condra, Marty Rawls



Group conversation

timeline, legal procedures
will follow if no response
is sent. Thank You Greg
Childers sent 10:27 Tu

MMS
10:28 AM



VIEW ALL



Thursday, December 7, 2017



Kimberly Condra

First, I need confirmation
that Carter Lumber has been
paid in full, \$16,700, for all
materials you purchased
under my name. Second,
I need confirmation that
Carter Lumber has removed
all liens from my home.
Third, I need a detailed
accounting of all materials
you say you have purchased
for my home



VIEW ALL



MMS
6:50 AM

FYI....you don't get materials
at cost there's a contractors
Mark up that you will be
charged for. Thanks I'll
get the final invoice to
you shortly

MMS
10:42 AM



Group conversation



Amount Due After Credits: \$ 13,544.69

Total Amount of Contract: \$ 13,544.69

Date of Contract: July 17, 2017



Signed:

Shelby Etinger

Shelby Etinger
Carter Lumber of the South, Inc.
Lien Specialist
Date: 7-22-16

State of Ohio
County of Portage ss:

On the 22nd day of November, 2017, Shelby Etinger, authorized representative of Claimant, personally came and appeared before me, and executed this instrument in the authorized representative's stated capacity. So signed by Claimant's authorized representative and sworn to and subscribed before the undersigned Notary Public.

Jenny R. Vedral
Notary Public



JENNY R. VEDRAL, Notary Public
Residence - Summit County
State Wide Jurisdiction, Ohio
My Commission Expires August 23, 2020

Prepared By:
Shelby Etinger
Lien Specialist
Carter Lumber of the South, Inc.
601 Tallmadge Rd.
Kent, OH 44240
330-673-6100

Return To:
S. Etinger
Carter Lumber of the South, Inc.
PO Box 5194
Kent, OH 44240
G4230624-002

Carter Lumber
601 Tallmadge Rd
Kent, OH 44240



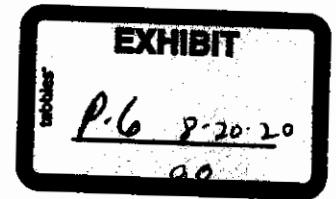
9214 8901 4240 3200 1560 76

KIMBERLY A CONDRA
1497 ALEXANDER RD
ROCK HILL SC 29732-2358

Postage: \$5.00



Condra Work list with Pricing



Permits \$520.00

Trash \$625.00

INSIDE

Master bath	\$28,245.00
Hall Bathroom	\$8,038.00
Powder	\$1,200.00
Ceilings	\$2,200.00
Int Trim	\$3,915.00
Hardwoods	\$4,850.00
Carpet	\$945.00
Painting Inside and Garage	\$4,650.00
Fix kitchen sink	\$300.00
Finish Electrical in house	\$3,500.00
Thermostat	\$50.00
Replace all electrical outlets and swithes with white	\$750.00
Window in family	\$950.00

\$60,738.00

OUTSIDE

Trim windows	\$250.00
Front porch columns	\$2,200.00
Fix rest of front porch	\$950.00
Paint front porch ceilin	\$400.00
Finish Gutters	\$350.00
Complete siding	\$650.00
Outside painting	\$700.00
Complete Deck	\$3,100.00
Point up utility room	\$750.00
Repair Brick on back of house	\$1,850.00
Add lighting back and front (lighting by homeowner)	\$450.00
Remove roof and repair boxing	\$3,000.00

\$14,650.00

Recap:	Inside	\$60,738.00
	Outside	\$14,650.00

Contrator Fee: 20% \$15,077.00

Total Estimate: \$90,465.00

Condra Takeoffs

Permits	Budget only	\$520.00
Trash		\$625.00
Master bathroom		
Demo		\$150.00
Framing Materials		\$150.00
Framing labor		\$300.00
Window		\$550.00
Plumbing		\$7,560.00
Upgrade to Brush nickle	\$550	
HVAC- move reg and install fan		\$600.00
Electrical		\$1,500.00
Insulation walls, Crawl and Attic		\$750.00
Drywall		\$1,500.00
Tile		\$8,075.00
Cabinets		\$1,900.00
Tops		\$1,035.00
Int trim materials		\$200.00
Int Trim labor		\$200.00
Lighting	By Homeowner	
Mirrors		\$250.00
Shower door	Budget only	\$2,200.00
Shelving		\$600.00
Bath Hardware		\$225.00
Misc		\$500.00

Hall Bathroom

Demo		\$300.00
Framing mat		\$100.00
Framing labor		\$100.00
Plumbing		\$2,233.00
Electrical		\$500.00
Bath Fans installed		\$375.00
Drywall		\$400.00
Tile		\$2,500.00
Cabinets		\$500.00
Tops	Cultured marble	\$280.00
Int. trim materials		\$50.00
Int Trim labor		\$75.00
Lighting	By Homeowner	
Mirrors		\$175.00
Bath Hardware		\$150.00
Misc		\$300.00

Powder Room

Plumbing	\$550.00
HVAC	\$350.00
Mirror	\$100.00
Trim	\$100.00
Bath hardware	\$100.00

Ceiling scraped and mud

Demo popcorn	\$600.00
Drywall repairs	\$1,600.00

Lighting

Furnished by Homeowner

Int Trim in house installed

Int Doors from Carter Lumber	\$1,915.00
Labor only	\$2,000.00

Hardwoods

Patch were needed, sand and finish	\$4,850.00

Carpet in 2 bedrooms

\$945.00

Painting House including garage

Materials & labor	\$4,650.00

Fix Kitchen Sink

Budget only

\$300.00

If we have to replace sink \$500

Finish up Electrical

\$3,500.00

Move Thermostat

\$50.00

Replace all electrical devices to white w/ plates

\$750.00

Add window in family room

Window	\$550.00
Labor	\$200.00
Framing materials	\$100.00
Framing labor	\$100.00

Total Inside: \$60,738.00

Outside

Trim out outside windows \$250.00

Front Porch Columns 6 columns \$2,200.00

Fix the rest of the front porch \$950.00

Paint Front porch ceiling \$400.00

Finish Gutters \$350.00

Complete siding \$650.00

Outside Painting \$700.00

Complete Deck

Install band bring to code	\$400.00
Handrails- materials and labor	\$1,700.00
Steps- materials and labor	\$1,000.00

Point up utility room on back of house \$750.00

Repair brick work on back of house \$1,850.00

Add Lighting to back and front of house \$450.00

Remove Roof in back of house

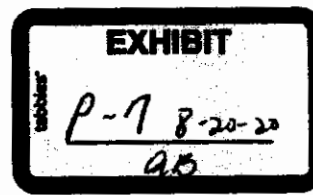
Demo roof	\$650.00
Repair framing	\$500.00
Roofing	\$600.00
Siding	\$750.00
Misc	\$500.00

Total Outside: \$14,650.00

Total Cost: \$75,388.00

Contractor Fee 20% \$15,077.00

Total Estimate: \$90,465.00



Condra Work list with Pricing

Revised 12-7-17

Permits

\$520.00

Trash

\$625.00

INSIDE

Powder

\$1,200.00

Ceilings

\$2,200.00

Int Trim

\$5,735.00

Settled up with 1st door order, ordered the doors we need to finish trim, ordered more crown, base Casing and window seal. Increased labor cost

Hardwoods

\$4,850.00

Carpet

\$1,175.00

Low end carpet for master closet

Painting Inside and Garage

\$4,650.00

Fix kitchen sink

\$300.00

Finish Electrical in house

\$3,500.00

Thermostat

\$50.00

Replace all electrical outlets and switches with white

\$750.00

Window in family

\$950.00

Add window in future master bathroom

\$775.00

Build temp wall thru future master bathroom, Insul wall and ceiling in that area, drywall

\$675.00

Finish out master closet, drywall shelving and door

\$750.00

Total Inside Cost:

\$28,705.00

OUTSIDE

CONDRA 090

Trim windows	\$250.00
Front porch columns	\$2,200.00
Fix rest of front porch	\$950.00
Paint front porch ceiling	\$400.00
Finish Gutters	\$350.00
Complete siding	\$650.00
Outside painting	\$700.00
Complete Deck	\$3,100.00
Point up utility room	\$750.00
Repair Brick on back of house	\$1,850.00
Add lighting back and front (lighting by homeowner)	\$450.00
Repairs to back roof	\$2,100.00
Repairs to overhang roof, install new boxing on back of house, remove wrong siding and reinstall correct siding on back of house	

Total Outside Cost: \$13,750.00

Recap:	Inside	\$28,705.00
	Outside	\$13,750.00

Total Cost: \$42,455.00

Contractor Fee: 20% \$8,490.00

Total Estimate: \$50,945.00

**** This is only a estimate. To the best of my ability these numbers are as close to correct as I can give you at this time. If I see any cost going up during the construction I will let Kimberly Condra know at that time.

Gary Shamp _____
Date: _____

Kimberly Condra _____
Date: _____

CONDRA 091

inv #1 1/24/13

	Invoice #1	
	\$520.00	\$389.00
	\$525.00	\$120.00
	\$1,200.00	\$235.00
	\$2,200.00	\$2,280.00
	\$5,735.00	\$5,690.00
	\$4,850.00	\$4,801.00
	\$1,175.00	\$945.00
	\$4,650.00	\$3,841.00
	\$300.00	
	\$4,700.00	
	\$50.00	
	\$950.00	\$924.00
	\$775.00	\$730.00
	\$675.00	\$725.00
	\$750.00	\$360.00
	\$250.00	\$250.00
	\$2,200.00	\$2,285.00
	\$950.00	\$675.00
	\$400.00	
	\$350.00	
	\$650.00	
	\$700.00	
	\$3,100.00	\$2,100.00
	\$750.00	
	\$1,850.00	
	\$450.00	
	\$2,100.00	\$700.00

\$11,905.00	\$27,050.00
\$3,490.00	\$5,410.00
\$1,395.00	\$32,460.00

Plus

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Extras Cost
 \$0.20

for Extras

Cost and Extras

Total Invoice #2

P-8 8-20-20
96

B

[Request Inspection](#) [Cancel Inspection](#) [Google Maps](#) [Print](#)

Permit Num	201703663
Site Address	1497 ALEXANDER RD
Issued	12/21/2017 2:14:14 PM
CO Date	3/20/2018 12:00:00 AM
Report Code	436 - Single Family Residential Additions or Renovations
Description	Deck addition. Finish all siding. Replace front porch columns. Missing gutter on back of house. Finish powder room. Scrape ceilings in hallway and bedrooms. Finish trim. Flooring. Painting. Complete electrical started by previous contractor. Re-set pedestal sink and re-set toilet in powder room. Add window in family room. Install missing brick in back of house. Install temporary wall closing off future master bedroom.
Contract Price	\$40,000
Heated SF	0
Unheated SF	564
Inspector	DANNY
Permit Status	Completed

Contacts

Type	Name	Organization
Contractor	Gary Shamp	Garver Homes, Inc.
Contractor	Thomas Sawyer	S & S Electric Company, Inc.
Contractor	Donald Taylor	Aqua Arc Services LLC

Inspections

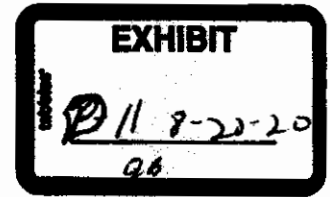
Name	Status	Date	Inspector
Final Building All Trades	Approved	3/20/2018	Danny Sturgis
Final Building All Trades	Not Approved	2/27/2018	Danny Sturgis

GIS

TaxMapID	5940404010
Owner Name	CONDRA KIMBERLY A
Owner Address	1497 ALEXANDER RD
Owner Phone	704-798-7206
Zoning District	SF-3
Flood Zone	X
Flood Zone Desc	Outside 500-Year
Census Tract	607.00
Inspector	DANNY
Subdivision	
Lot Number	
Special Districts	



S.C. DEPARTMENT OF LABOR, LICENSING AND REGULATION
RESIDENTIAL BUILDERS COMMISSION
P.O. Box 11329
Columbia, SC 29211-1329



CITATION AND NOTIFICATION OF PENALTY
NOTICE TO CEASE VIOLATION OF LAW

Gregory Childers
DBA: GSC Construction
277 True Road
McConnells, SC 29726

License Number: UNLICENSED

Issuance Date: 2/1/2018
Complaint #: 2017-848

This citation describes alleged violation of §40-59-5, et seq., South Carolina Code of Laws, 1976, as amended. The penalties listed are based on these violations. You must immediately cease and desist from further violation until such time, if ever, as proper authorization is issued by the S.C. Residential Builders Commission. Pursuant to §40-59-115(D), you must pay the proposed penalties within thirty (30) days of receipt of the citation if no appeal is filed. Failure to pay the citation within thirty (30) days from the date of its issuance shall result in administrative suspension of your license until such time that the citation is paid in full. Any citation and/or penalty assessed by a representative of the South Carolina Department of Labor, Licensing and Regulation may be appealed by requesting, in writing, an administrative review. Such requests must be addressed to: Residential Builders Commission Administrator, South Carolina Department of Labor, Licensing and Regulation, PO Box 11329, Columbia, SC 29211-1329, and must be mailed within 10 calendar days from receipt of this Citation and Notification of Penalty. This citation concerns application of the South Carolina Residential Builders Act and Regulations and does not necessarily resolve all aspects of any disciplinary action currently pending before the Board or which may be filed in the future. Failure to make a timely request for review will result in the citation becoming a final order of the Residential Builders Commission.

ITEM	SECTION(S) VIOLATED	DESCRIPTION	PENALTY
1	§40-59-220	Unlicensed practice. Practice of Residential building at: 1497 Alexander Road, Rock Hill, SC on: June 25, 2017	500.00
	§40-59-220	Unlicensed practice of Specialty contracting at: on:	
	§40-59-240(A)	Practice of Specialty contracting outside the scope of the registration (S.C. Regulation 106-3) at: on: by engaging in:	
	§40-59-240(C)	Specialty Registrant failure to obtain a building permit for construction at:	
	§40-59-110	Builder failure to obtain a building permit for construction at:	
	§40-59-240(D)	Undertaking a Specialty contract which exceeds \$5000 without bond for construction at:	
	§40-1-110(c)	Aiding or abetting violation of licensing requirements by: at: on:	

☐ I certify that I explained the requirements of law and that the respondent must immediately cease and desist from Further violation until such time, if ever, as proper authorization is issued by the S.C. Residential Builders Commission. I also provided the necessary application forms to be completed and forwarded to the Commission by the respondent.

Maurice Smith, Investigator III

TOTAL PENALTY: \$500.00

Please make check or money order payable to S.C. Residential Builders Commission and indicate citation number on remittance.

Copy received:

Signature of Respondent

Date

CERTIFICATE OF SERVICE BY MAIL

This is to certify that the undersigned has this date served this Citation and Notification of Penalty in the above entitled action upon all parties to this cause by depositing a copy hereof in the United States mail, certified, return receipt requested, and postage paid, or in the Interagency Mail Services, addressed to the party(ies) or their attorney(s) to the following address: 277 True Road, McConnells, SC 29726.

This 1 day of **FEBRUARY**, 2018

By
Maurice Smith, Investigator III



S.C. DEPARTMENT OF LABOR, LICENSING AND REGULATION
RESIDENTIAL BUILDERS COMMISSION
P.O. Box 11329
Columbia, SC 29211-1329

**CITATION AND NOTIFICATION OF PENALTY
NOTICE TO CEASE VIOLATION OF LAW**

JEFFREY S CHILDERS
2664 BILLY WILSON ROAD
ROCK HILL, SC 29732

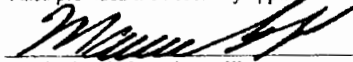
License Number: RBB.11055

Issuance Date: 2/1/2018
Complaint #: 2017-818

This citation describes alleged violation of §40-59-5, et seq., South Carolina Code of Laws, 1976, as amended. The penalties listed are based on these violations. You must immediately cease and desist from further violation until such time, if ever, as proper authorization is issued by the S.C. Residential Builders Commission. Pursuant to §40-59-103(D), you must pay the proposed penalties within thirty (30) days of receipt of the citation if no appeal is filed. Failure to pay the citation within thirty (30) days from the date of its issuance shall result in administrative suspension of your license until such time that the citation is paid in full. Any citation and/or penalty assessed by a representative of the South Carolina Department of Labor, Licensing and Regulation may be appealed by requesting, in writing, an administrative review. Such requests must be addressed to: Residential Builders Commission Administrator, South Carolina Department of Labor, Licensing and Regulation, PO Box 11329, Columbia, SC 29211-1329, and must be mailed within 10 calendar days from receipt of this Citation and Notification of Penalty. This citation concerns application of the South Carolina Residential Builders Act and Regulations and does not necessarily resolve all aspects of any disciplinary action currently pending before the Board or which may be filed in the future. Failure to make a timely request for review will result in the citation becoming a final order of the Residential Builders Commission.

ITEM	SECTION(S) VIOLATED	DESCRIPTION	PENALTY
1	§40-59-220	Unlicensed practice. Practice of Residential building at: on:	500.00
	§40-59-220	Unlicensed practice of Specialty contracting at: on:	
	§40-59-240(A)	Practice of Specialty contracting outside the scope of the registration (S.C. Regulation 106-3) at: on: by engaging in:	
	§40-59-240(C)	Specialty Registrant failure to obtain a building permit for construction at:	
	§40-59-110	Builder failure to obtain a building permit for construction at:	
	§40-59-240(D)	Undertaking a Specialty contract which exceeds \$5000 without bond for construction at:	
	§40-1-110(c)	Aiding or abetting violation of licensing requirements by: at: , Rock Hill, SC on: June 25, 2017	

☐ I certify that I explained the requirements of law and that the respondent must immediately cease and desist from further violation until such time, if ever, as proper authorization is issued by the S.C. Residential Builders Commission. I also provided the necessary application forms to be completed and forwarded to the Commission by the respondent.


Maurice Smith, Investigator III

TOTAL PENALTY: \$500.00

Please make check or money order payable to S.C. Residential Builders Commission and indicate citation number on remittance.

Copy received:

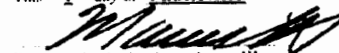
Signature of Respondent

Date

CERTIFICATE OF SERVICE BY MAIL

This is to certify that the undersigned has this date served this Citation and Notification of Penalty in the above entitled action upon all parties to this cause by depositing a copy hereof in the United States mail, certified, return receipt requested, and postage paid, or in the Interagency Mail Services, addressed to the party(ies) or their attorney(s) to the following address: 2664 BILLY WILSON ROAD, ROCK HILL, SC 29732.

This 1 day of FEBRUARY, 2018


By: Maurice Smith, Investigator III

CONDRA 075

STATE OF SOUTH CAROLINA)
YORK COUNTY)

COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Kimberly Ann Condra,)
)
Plaintiff,)
)
vs.)
)
Gregory Scott Childers and)
Jeffrey Steven Childers,)
)
Defendants.)
_____)

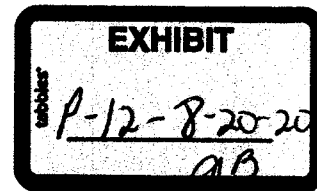
DEPOSITION EXCERPTS TO BE
PROFFERED BY THE PLAINTIFF

Civil Action No. 2018-CP-46-02502

TO: THE HONORABLE WILLIAM A. McKINNON, TRIAL JUDGE, AND ALL
COUNSEL:

Pursuant to Rule 32, SCRPC, the plaintiff proposes to offer excerpts from the deposition
of Gregory S. Childers at trial in her case in chief. The excerpts, which are attached with
highlighting, are:

Page 1 (title page, for identification only)
Page 9, lines 6-23
Page 79, line 23 – page 80, line 13
Page 81, lines 5-18
Page 83, lines 8-21
Page 87, lines 10-13
Page 95, lines 11-14
Page 106, line 23- page 109, line 16
Page 111, lines 7-16
Page 112, line 24 – page 115, line 13
Page 119, line 22 – Page 120, line 10
Page 122, lines 9-14
Page 123, lines 1-6
Page 125, line 24 – page 126, line 2



Deposition exhibits referenced in testimony: 4, 9, 10, 11

/s/ Lucy L. McDow
SC Bar No. 3790
P.O. Box 767
514 Oakland Avenue, 2nd Floor
Rock Hill, SC 29731
(803) 327-1700
LucyLMcDow@mcdowlaw.com

ATTORNEY FOR THE PLAINTIFF

August 15, 2020

SOUTH CAROLINA
YORK COUNTY

IN THE COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT
2018-CP-46-2502

KIMBERLY ANN CONDRA,)
)
Plaintiff,)
)
vs.)
)
GREGORY SCOTT CHILDERS and)
JEFFREY STEVEN CHILDERS,)
)
Defendants.)
_____)

Thursday, June 6, 2019
Rock Hill, South Carolina

Deposition of GREGORY S. CHILDERS, a witness
herein called for examination by counsel for Defendant
Jeffrey Steven Childers in the above-entitled matter,
pursuant to notice, before Kelly Lynn Reiter, Court
Reporter and Notary Public in and for the State of South
Carolina, taken at the Law Office of Lucy L. McDow,
514 Oakland Avenue, Second Floor, Rock Hill, South
Carolina, commencing at the hour of 2:08 p.m.

KNOWLES COURT REPORTING
CHARLOTTE, NORTH CAROLINA 704.338.5438

1 any of the other work that went on at this project other
2 than what you mentioned, the flooring, the decking, some
3 crown moulding, and some trim?

4 A. He wasn't responsible. I was totally
5 responsible for all work being done at the job.

6 Q. Okay. And you paid him approximately \$2400 for
7 the work he did?

8 A. Yes, sir.

9 Q. And you paid the other people that came with
10 him to work as well?

11 A. They did not come with him. I hired them
12 directly myself.

13 Q. Okay. Some of them used to work for him?

14 A. Yes, they did work for him.

15 Q. And your brother was getting out of business?

16 A. Yes.

17 Q. And this was the work he did in the building
18 business, from what --

19 A. I don't have any recollection of that.

20 Q. I mean, that's the last work he did? He went
21 to work for Darby Well Drilling right after that, right?

22 A. I don't know about what he did. All I know is
23 what he worked for me.

24 Q. Okay. And y'all were not partners?

25 A. No.

1 A. Well, I think so. Yes, ma'am. I'll have to
2 answer "yes" to that.

3 Q. Okay. Well, if it was formed and if it was
4 incorporated in 2017, the first year for which that
5 would have been due would have been 2017, correct?

6 A. Correct.

7 Q. Did it file a tax return for 2017?

8 A. No, it did not.

9 Q. When is the last time you filed a personal tax
10 return?

11 A. 2017.

12 Q. You did file a tax return?

13 A. Yes, ma'am.

14 Q. Was that joint with your wife?

15 A. No.

16 Q. Separate?

17 A. Separate.

18 Q. Married, filing separately?

19 A. Yes, ma'am.

20 Q. Okay. To your knowledge, has Steve ever used
21 any other business names than JS Construction?

22 A. Not to my knowledge, no.

23 Q. Have you ever had a construction/contractors/
24 builders-type license or specialty license of any type
25 from any state?

1 A. Yes, ma'am.

2 Q. When was that?

3 A. I'm not exactly sure of the year. I think it
4 was 2008 or '09, somewhere in there. I'm not exactly
5 sure. But I had one in Virginia.

6 Q. A license to do what?

7 A. Residential builder.

8 Q. A full license, no restrictions on --

9 A. I'm not exactly sure, without seeing it in
10 front of me, what all was on that license.

11 Q. Is that the only time you've ever had any kind
12 of construction license?

13 A. The best as I can recall, yeah.

14 Q. Now, when did you first approach your brother,
15 Steve, about working with you on this Condra job?

16 A. I'm not exactly sure of the timeframe, but
17 somewhere after the project had started.

18 Q. Does that mean after the contract with
19 Ms. Condra was signed?

20 A. Yes, ma'am.

21 Q. When you figured that pricing on that contract,
22 had you gotten any sort of bid or price from Steve?

23 A. No.

24 Q. Did you then get any sort of bid or price from
25 Steve?

1 A. The only thing that I got from him is what he
2 would want me to pay him per hour.

3 Q. And what was that?

4 A. I don't recall, without that in front of me.

5 Q. Was your agreement with Steve that you would
6 pay Steve and Steve alone?

7 A. Yes.

8 Q. You were not obligating yourself to pay any of
9 Steve's workers?

10 A. He didn't have any workers at that time.

11 Q. And you testified, when Mr. Benson questioned
12 you, that you had paid Steve a total of \$2,400 for his
13 time working at the Condra job.

14 A. Yes, ma'am.

15 Q. Is that right?

16 A. Somewhere in there. Yes, ma'am.

17 Q. Okay.

18 A. The best I can recall.

19 Q. What records do you have that would show what
20 you paid your brother?

21 A. I think the time sheets. It would fall under
22 that.

23 Q. Did you pay him by cash --

24 A. Yes, I did.

25 Q. -- or by check?

1 worked on the project together.

2 Q. Did Steve supervise anybody who was working
3 there?

4 A. No, he did not.

5 Q. Did Steve provide names to you of people he
6 wanted to work on the project?

7 A. No, he did not.

8 Q. The people that you used for the project, are
9 they all people whose names you came up with, apart from
10 Steve?

11 A. Yes.

12 Q. Had they worked for you before?

13 A. No.

14 Q. They had not. Where did you get their names?

15 A. I have -- when I worked for Steve, I worked
16 with them as well.

17 Q. So they were former employees, at least, of
18 Steve's?

19 A. Yes.

20 Q. All of them?

21 A. I believe so, yes.

22 Q. And was Steve running his own construction
23 business at the same time when you did the Condra job?

24 A. I don't think so. I don't know if he had -- I
25 don't know if his business was still going or not.

1 more than that.

2 Q. Okay. And can you go into your records and
3 come up with a list of all of the materials that were
4 bought and used at the Condra job?

5 A. For the most part, yes, ma'am.

6 Q. What do you think those total?

7 A. I don't know, without having that in front of
8 me. I don't even -- I don't have a way to give you that
9 exact number, or get it close enough, from memory.

10 Q. You did not have a residential builder's
11 license or a residential builder's specialty license
12 when you contracted with Ms. Condra, did you?

13 A. No, I did not.

14 Q. Did Steve?

15 A. I'm not exactly sure of his status.

16 Q. In your answer to the amended complaint that
17 your attorney filed, you denied that Steve was licensed
18 at the time of this project. Why did you do that?

19 A. I don't know that I recall denying that he was
20 licensed.

21 Q. Okay. You're not denying it now, are you?

22 A. That he's a licensed builder?

23 Q. That he was licensed at the time of this
24 project?

25 A. I don't recall ever denying that.

1 questions with you about whether the job was properly
2 permitted?

3 A. Did she? No.

4 Q. She never did?

5 A. I don't recall her issuing concerns about --
6 no, she was -- I've never had any conversations with her
7 about getting a permit.

8 Q. You've looked at these text messages that you,
9 yourself, provided from your phone, haven't you?

10 A. Yes, ma'am.

11 Q. And they are accurate copies of text messages
12 sent between --

13 A. Yes, ma'am.

14 Q. -- you and Ms. Condra?

15 A. I haven't seen what you have, so I don't know.
16 I can't answer that.

17 Q. Well, these are the ones that came from you.
18 You would have provided everything accurately from your
19 phone, wouldn't you?

20 A. Yeah. I'm just saying, I don't know what
21 you're looking at there.

22 Q. Okay. Did you ever tell Ms. Condra that your
23 brother, Steve, was going to either get the permit for
24 the project or assist in getting it?

25 A. I do not think I ever said that, no. I

1 permit that was pulled. It was right during that
2 timeframe.

3 Q. Are you talking about not doing any more work
4 at Ms. Condra's --

5 A. That's correct.

6 Q. -- residence?

7 A. That's correct.

8 Q. Okay. And is that when you would have let your
9 Builders Mutual policy --

10 A. No. My --

11 Q. -- terminate?

12 A. No, ma'am. The insurance stayed intact through
13 the remainder of the year, the best that I recall.

14 Q. And have you submitted a claim for coverage
15 under this lawsuit to Builders Mutual?

16 A. Yes, I did.

17 Q. And what was the response?

18 A. They sent me a letter stating that they would
19 not cover fraudulent charges or something to that
20 effect. I don't know. They told me they weren't going
21 to handle it, and that I needed to get my own legal
22 representation.

23 Q. Okay. As a result of Ms. Condra's complaint to
24 the Residential Builders Commission, you were issued a
25 cease-and-desist order by that agency, right?

1 A. Yes, ma'am.

2 Q. And you were told not to do any more
3 construction work at all, correct?

4 A. That's correct.

5 Q. And you were required to pay a \$500 fine. Is
6 that correct?

7 A. Yes, ma'am.

8 Q. I'm going to show you what's being marked as
9 the next plaintiff's exhibit.

10 (Plaintiff's Exhibit 9 marked for identification.)

11 BY MS. MCDOW:

12 Q. Is that notice of complaint, dated January 24,
13 2018, the notice you got from the Residential Builders
14 Commission that a complaint had been filed?

15 A. Yes, ma'am, I believe so.

16 Q. So you knew, when you received that letter,
17 there was a complaint pending, correct?

18 A. I think before this. This is dated January 24,
19 2018. I think I received a letter from them prior to
20 this. I had knowledge of that prior to that.

21 Q. This is the next Plaintiff's exhibit.

22 (Plaintiff's Exhibit 10 marked for identification.)

23 BY MS. MCDOW:

24 Q. Other than whatever you had that was stuck on
25 the top, is this an accurate copy of the letter to you

1 from the investigator at SCLL&R, telling you a cease-
2 and-desist order had been issued?

3 (Witness reviewed exhibit.)

4 A. What's your question again?

5 Q. Is that an accurate copy, other than whatever
6 you had glued at the top, of a letter you received from
7 SCLL&R?

8 A. Yes, ma'am.

9 Q. The next Plaintiff's exhibit ...

10 (Plaintiff's Exhibit 11 marked for identification.)

11 BY MS. MCDOW:

12 Q. Is this an accurate copy of a cease-and-desist
13 order with an issuance date of February 1st, 2018 to you
14 from SCLLR, telling you that you must stop all
15 construction activities?

16 (Witness reviewed exhibit.)

17 A. Did you ask me that this is a -- this document
18 is not a cease-and-desist order. It is a fine that
19 shows what statutes that I broke, what laws that I
20 broke, from the South Carolina Department of Labor and
21 Licensing.

22 Q. Okay.

23 A. If that's what your question is.

24 Q. If you'll hand it back, please, and I'll --

25 A. That just shows the fine, I think. It's not

1 a -- I don't think that's an actual cease-and-desist
2 order.

3 Q. This Plaintiff's Exhibit 11 states, and you can
4 view it when I hand it back to you --

5 A. Yes, ma'am.

6 Q. -- and you tell me if this is correct. "You
7 must immediately cease and desist from further violation
8 until such time, if ever, as proper authorization is
9 issued by the South Carolina Residential Builders
10 Commission."

11 A. That's correct.

12 Q. It says that, doesn't it?

13 A. Yes.

14 Q. And you received that, along with the letter of
15 transmittal that you looked at just a moment ago?

16 A. Yes, ma'am. That's correct.

17 Q. Okay. Now in your original answer to the
18 original complaint in this case, you acknowledged, did
19 you not, that you had "unlawfully and willingly entered
20 into a construction contract with Kimberly Ann Condra"?

21 A. Yes, ma'am.

22 Q. And you also stated in that answer, "All money
23 received was properly spent on the remodel project of
24 her home. All money is accounted for, and receipts for
25 the remodel are available for review upon request."

1 driving at that time, but I'm not 100 percent sure.

2 Q. Well, you were still doing --

3 A. I don't think so, though.

4 Q. You were still doing --

5 A. I think it was all construction. I'm pretty
6 sure it was all construction work.

7 Q. In 2018, after that cease-and-desist order was
8 issued, you were still doing quite a bit of construction
9 work, weren't you?

10 A. I had done some construction work, yes.

11 Q. In fact, in late July of 2018, months after you
12 had been told to cease and desist, you agreed to do
13 construction work for a Cheryl Forlines, didn't you?

14 A. Yes, ma'am.

15 Q. And she paid you \$7,000 for that, did she not?

16 A. Yes, ma'am.

17 Q. Does she go to your church?

18 A. Yes.

19 Q. What church?

20 A. Well, she goes to her church. I attend her
21 church every now and then. She attends Bethesda
22 Presbyterian Church. I'm not a member of any church.

23 Q. She got a judgment against you for the \$7,000,
24 didn't she?

25 A. Yes, she did.

1 Q. Have you ever paid any of that?

2 A. No. We're still looking into that.

3 Q. Did you tell Ms. Forlines, when you took her
4 money and agreed to do her work, that you had been
5 ordered not to do that?

6 A. No, ma'am.

7 Q. I'll show you the next Plaintiff's exhibit.

8 (Plaintiff's Exhibit 12 marked for identification.)

9 BY MS. MCDOW:

10 Q. Is Exhibit 12 an accurate copy of the two
11 checks totaling \$7,000 that Ms. Forlines gave you for
12 the work you didn't do?

13 A. Yes, ma'am.

14 Q. How much of that work did you actually do?

15 A. I did an actual stage of it.

16 Q. With a value of approximately how much?

17 A. \$2,500 to \$3,000.

18 Q. Why didn't you finish her job?

19 A. There was multiple reasons. Weather was the
20 biggest issue.

21 Q. Okay.

22 A. Because at that point, that's right when we had
23 a -- anyway, it was mostly weather.

24 Q. Now in February of 2018, right about the time
25 that you had been told by LLR to stop any construction

1 work, you proposed additional work to Robbie Rayfield on
2 his house in Chester, didn't you?

3 A. Correct. What's the date on that now? What --

4 Q. Let me show you the next Plaintiff's exhibit.

5 (Plaintiff's Exhibit 13 marked for identification.)

6 BY MS. MCDOW:

7 Q. Did you prepare this contract, that's
8 represented by Plaintiff's Exhibit 13, to do \$95,000 and
9 some change worth of residential construction work for
10 Robbie Rayfield?

11 A. What's the question about this?

12 Q. Did you prepare that contract?

13 A. Yes, I did.

14 Q. Okay. And did you intend, at the time, to
15 perform the duties of that contract?

16 A. Yes.

17 Q. The next Plaintiff's exhibit ...

18 (Plaintiff's Exhibit 14 marked for identification.)

19 BY MS. MCDOW:

20 Q. Did you also provide what appears to be a
21 revised contract to do the same work for Mr. Rayfield
22 that says, "Work under this agreement will begin on
23 February 26th, 2018"? Did you prepare that?

24 (Witness reviewed exhibit.)

25 A. What was the date that you asked me?

1 Q. Do you see the date on the second page? It
2 says --

3 A. Where did --

4 Q. It says, the work will begin --

5 A. Yes, ma'am.

6 Q. Okay. And you prepared that contract?

7 A. I believe so, yes.

8 Q. And were you proposing to Mr. Rayfield to begin
9 the work specified in that contract?

10 A. I think the work, when I got that, was already
11 underway. I'm not sure. I'm not exactly sure on that.

12 Q. And you --

13 A. I'd have to go back and check the dates on all
14 of that.

15 Q. Is that contract that we were just talking
16 about, which --

17 A. This was -- there was no contract established
18 between Robbie Rayfield and me, or GSC Construction, at
19 all.

20 Q. Who signed --

21 A. I presented it to him, but he refused to go
22 into a contract because he didn't want to pull permits
23 and other issues pertaining to a contract.

24 Q. Did you prepare and sign that contract?

25 A. Yes, I did.

1 Q. And did you propose to get a permit for that
2 work?

3 A. No. He didn't want to get a permit for his
4 work.

5 Q. And you're saying that's the reason he did not
6 sign that contract?

7 A. I don't know why he didn't sign the contract,
8 but he did not want to pull permits on that particular
9 job.

10 Q. But you proceeded to act under that contract to
11 get paid by Mr. Rayfield for your work under that
12 contract, didn't you?

13 A. Yes, I did.

14 Q. Let me show you the next Plaintiff's exhibit.
15 (Plaintiff's Exhibit 15 marked for identification.)

16 BY MS. MCDOW:

17 Q. I'll ask you if these are accurate copies of
18 the approximately \$95,000 that Mr. Rayfield paid you for
19 that contract work.

20 A. Yes, ma'am.

21 (Witness reviewed exhibit.)

22 Yes, ma'am. It looks about right.

23 Q. The next Plaintiff's exhibit ...

24 (Plaintiff's Exhibit 16 marked for identification.)

25 BY MS. MCDOW:

1 A. No, I don't have an account with them. It's a
2 pay-as-you-go deal.

3 Q. Okay. Then how did you handle payment from
4 Mr. Rayfield to you, and payment to --

5 A. Sometimes, he --

6 Q. -- Ferguson?

7 A. Go ahead. I'm sorry. I'm sorry about that.

8 Q. That was my question. How did you handle those
9 payments?

10 A. Sometimes, he would call in and make the
11 payments. Sometimes, I would pay it out of the money
12 that he gave me, depending on what it was that I was
13 getting.

14 Q. He actually provided Ferguson with an American
15 Express card, did he not?

16 A. That's correct.

17 Q. Did you ever charge anything else at Ferguson
18 on his American Express card?

19 A. No, ma'am, not that I recall.

20 Q. Do you think you would recall doing that?

21 A. Oh, yeah, for sure.

22 Q. Okay. Did you do a job in 2017 or '18 for
23 someone named Littlejohn?

24 A. I think so.

25 Q. Where was that?

1 A. Is it Richard or Michael? I don't recall if
2 that's the Littlejohn. I'd have to look in my records
3 for that.

4 Q. What city was that in?

5 A. Again, I don't -- the name "Littlejohn" does
6 not -- I don't recall doing a job for a Littlejohn, but
7 I'll have to look. I'm not saying that I didn't, but
8 I'll have to look in my ...

9 Q. Okay. But you'll have records of that?

10 A. Yes, ma'am, I would.

11 Q. Did you do a job for the Mosses at 6136
12 Peachtree in Hickory Grove?

13 A. Yes, I did.

14 Q. Did you do that before or after you were told
15 to cease and desist?

16 A. Way before.

17 Q. Was that complete by the time you were told --

18 A. Oh, yeah.

19 Q. -- to cease and desist?

20 A. Yes, ma'am.

21 Q. Were the Mosses happy with that job?

22 A. Yes.

23 Q. Was it completed?

24 A. Yes, it was.

25 Q. What were you paid for that job?

1 Q. Completed entirely before?

2 A. Yes, ma'am.

3 Q. And was that job completed?

4 A. Yes, ma'am.

5 Q. And were they happy with that?

6 A. Yes, ma'am.

7 Q. You did a job at 3266 Chester Highway in
8 Chester -- excuse me. We've already talked about that.

9 You did a job at 514 Meadowbrook Court in
10 Waxhaw, North Carolina, did you not?

11 A. I think so, yes.

12 Q. And you're not licensed in North Carolina
13 either, are you?

14 A. No, I'm not.

15 Q. What was the name of your customer there?

16 A. I'd have to look that up in my records. I
17 don't have it.

18 Q. You don't even remember a last name?

19 A. Off the top of my head, no, ma'am.

20 Q. Was that work done before or after the
21 cease-and-desist order?

22 A. I think before.

23 Q. And was that property owner happy with that
24 work?

25 A. Yes, ma'am.

1 Q. You did a job for the Lovelaces at
2 331 Tradewinds Lane in York, did you not?

3 A. Yes, I did.

4 Q. Was that done before or after the cease-and-
5 desist order?

6 A. After.

7 Q. After, okay. What are the Lovelaces' first
8 names?

9 A. Kelly.

10 Q. Were they happy with that job?

11 A. I suppose, yes.

12 Q. Was it completed?

13 A. No, ma'am.

14 Q. Why not?

15 A. I think the timeframe to get it done halted the
16 project. I think she asked me just to stop working on
17 it.

18 Q. You did a job for Mr. Reeves in Charleston?

19 A. No, I never worked in Charleston.

20 Q. You never have?

21 A. I've never worked in Charleston, no.

22 Q. Okay. What kind of job did you do at
23 3266 Chester Highway in Chester?

24 A. I don't recall that address at all.

25 Q. Do you --

1 A. No, ma'am.

2 Q. You grew up knowing Robbie Rayfield, didn't
3 you?

4 A. Yes.

5 Q. Do you know whether or not your brother, Steve,
6 referred Mr. Rayfield to you for that work?

7 A. No.

8 Q. How did you advertise? How did you get work?

9 A. Referrals from previous customers.

10 Q. Okay. Who referred --

11 A. People that worked for me would refer me to
12 other people needing work done.

13 Q. Did Mr. Rayfield ever say how he happened to
14 come to you?

15 A. No, ma'am.

16 Q. Do you know if Mr. Rayfield asked your brother,
17 Steve, to do the work first?

18 A. Not that I recall. I don't know what the
19 nature of their conversations were.

20 Q. Did you do any advertising in 2018?

21 A. No.

22 Q. Did you have a website?

23 A. No, ma'am.

24 Q. For these jobs that we've gone over and any
25 that you may not remember, did you get county or city

1 permits in any of them --

2 A. No, ma'am.

3 Q. -- for work? Why not?

4 A. Mostly, at the homeowner's request.

5 Q. Well, you couldn't have gotten a permit anyway,
6 could you?

7 A. No. Not without being licensed, you can't.

8 Q. Did you tell any of these customers that you
9 were unlicensed?

10 A. Yes.

11 Q. You did? Whom did you tell that you were
12 unlicensed?

13 A. I don't recall each one. If they -- I don't
14 know that I told every one of them that I was
15 unlicensed, no.

16 But what I will say is, if they had asked me
17 directly, I would have told them that, "No, I am not
18 licensed."

19 Q. Did you --

20 A. I wouldn't have denied that.

21 Q. Did you tell any of them that you had been
22 ordered by the State of South Carolina not to do any
23 construction work?

24 A. No, ma'am.

25 Q. You've got a number of unpaid creditors, don't



94% 9:54 AM

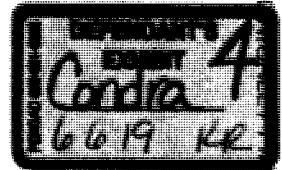
Kimberly Condra

(704) 793-7206

Wednesday, September 20, 2017

What happened to you today?

3:42 PM



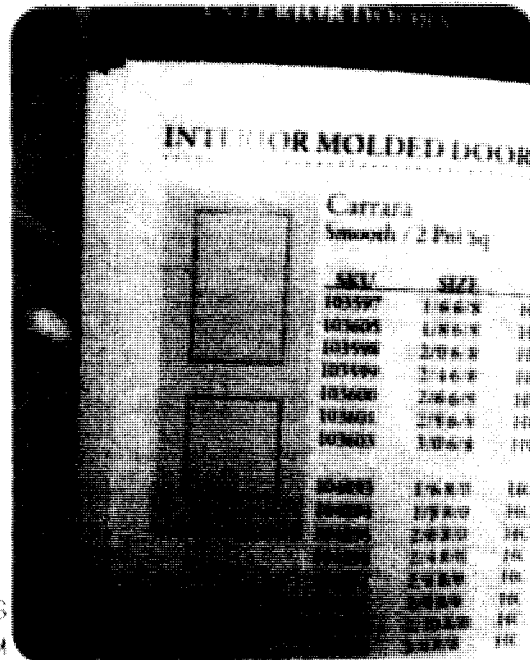
Thursday, September 21, 2017

Greg, what's going on?

8:04 AM

Be back in a minute

8:10 AM



MMS
8:43 AM

Friday, September 22, 2017

I knew you would get lost

10:17 AM

Not this color, but this style:

21

2

□

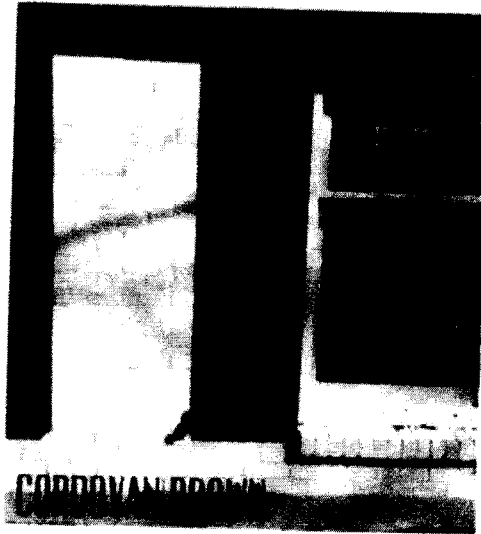
←

ELECTR... ED - 2020 Aug 15 4:04 PM - YORK - COMMON PLEAS - CASE#2018CP4602502

Kimberly Condra

(704) 798 7206

Not this color, but this style:



MMS
1:50 PM

With the black hardware and style like
this: <http://pin.it/Ld6penc>

7:02 PM

Monday, September 25, 2017

Hi Greg, what's the plan for this
week? I was thinking you'd be here
early this AM.

7:39 AM

What do you think?
<http://pin.it/RRjFICg>

7:49 AM

Tuesday, September 26, 2017

Judy Hildebrand

(704) 798 0155

MMS
1:00 PM

Here's the hardware I want for the
front door:

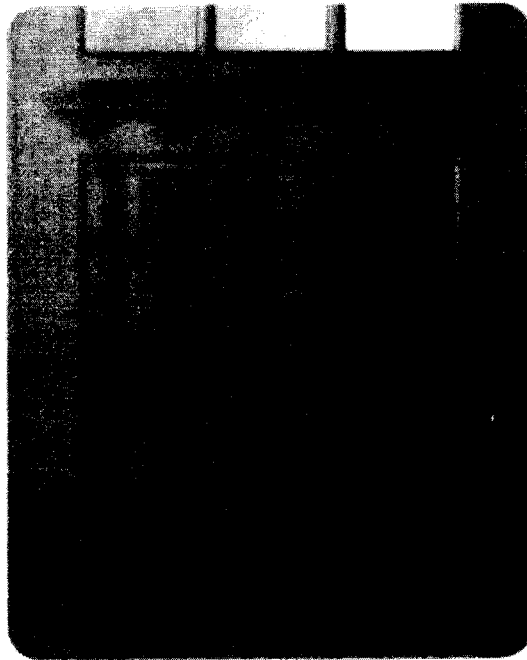


21

Kimberly Condra

(204) 798 7206

Here's the hardware I want for the front door:



MMS
4:43 PM

5:44 PM Looks nice

Thanks. Are you good with getting it?
The painters will need to take the other
one off when staining the door

5:45 PM

Wednesday September 27, 2017

Hi ... are you all coming back?

7:09 PM

2:19 PM No not today

Ok

How about tomorrow?

2:38 PM

I want to be sure we connect before
I leave so you have everything you



94% 9:57 AM

Kimberly Condra

(704) 798-7206

I want to be sure we connect before
I leave so you have everything you
need from me.

2:47 PM

Thursday, September 28, 2017

Painter needs to get in tomorrow
morning at 8am, thanks

7:42 PM

Hi... I'm in class. I can call you about
9PM if not too late

Ok

No one was there today.

7:42 PM

She was there but couldn't get in,
coming back in the morning at 8am

7:43 PM

K

I wonder why they didn't do
more outside

7:44 PM

Because I'm outta town, that's what
I told them to do, they said they
couldn't because the paint was in the
garage, grrrrrrrr

7:45 PM

Oh my, ok

7:45 PM

Friday, September 29, 2017

Just FYI, they never showed back up.

4:01 PM

I got a text msg..... something about
police and charges being filed and
some other #@\$! I didn't want to
hear.....soooooo don't expect her before

ELECTRONICALLY FILED - 2020 Aug 15 4:04 PM - YORK - COMMON PLEAS - CASE#2018CP4602502

Kimberly Condra

(704) 796-7106

OK, thanks for letting me know.

I appreciate that.

Thanks. 4:05 PM

4:06 PM Your job has turned into quite the "adventure"

LOL

Tell me about it!

And you're just here for the second half. 4:06 PM

Monday, October 2, 2017

Marty Rawls: 803 322 3048

Judy Hildebrand (Mother): 704 798 0155 8:01 AM

Thursday, October 5, 2017

Greg, how is the house coming this week? How much more will there be to do when I get back on 10/15? 1:46 PM

Monday, October 16, 2017

Greg, I'm back home and very stunned at the lack of progress on the house. You said you'd be completed given the extra 2 weeks in October. There has been no progress at all. Where the painter did do additional stain on the front porch looks terrible. There are now 3 different shades on the ceiling.



94% 9:58 AM

Kimberly Condra

(704) 798-7206

Painter will be there at 730 tomorrow morning, electrician will be there Saturday at 8am, plumber will be there at the end of the week have not given me a date or time should know tomorrow, hardwood floor guy is coming first of Next week, brick mason is coming at the end of this week Thursday or Fri

9:46 PM



VIEW ALL

Tuesday, October 17, 2017

I am working downtown this week and much of next week. Are you making arrangements to have someone here that has access to the house? Mom was here the passed two weeks for that reason, but she has gone home. She is unable to stay here any longer due to obligations she has at home.

4:20 AM

Greg, I waited at the house until 8AM. No one showed up. I contacted Marty. He said if someone calls to let him know they need access to the garage or house, he'll go to let them inside. You'll need to coordinate with him.

8:47 AM

4:22 AM Ok

Wednesday, October 18, 2017

Greg, painter hasn't shown up. I waited on your call yesterday. I will be downtown Charlotte all day tomorrow. Please contact Marty to coordinate access to the house if anyone shows up to work.

12:24 PM

2:06 PM

Ok thanks Kim

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Kimberly Condra

(704) 798-7206

Sheila Joe Hanson the painter has been fired she is no longer allowed on the property I have another painter coming to finish the project please pass this on to Marty and Judy.... sorry about her performance this is the guy I wanted from the start.... any questions please call.... again she is no lon



VIEW ALL

3:44 PM

Thanks, Greg. I'll let them know.

3:50 PM

Do you know when the new guy will be here? I'll need to show him where she messed up and stuff. I'm not sure she primed before she painted the trim/windows.

3:52 PM

And, I don't know how he is going to fix the stain.

3:53 PM

That's prime on the Windows she hasn't painted anything.... the ceiling will have to be replaced it cannot be fixed unless you want to chose a darker shade... which will not match the door....

4:14 PM

I'm supposed to meet him Saturday at 11am....i will have an entire crew there next week

4:18 PM

Good

5:10 PM

Friday, October 20, 2017

Greg, I know the new painter is supposed to be here tomorrow. However, none of the other trades people showed up such as the plumber the

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Kimberly Condra

(704) 798-7206

Friday, October 20, 2017

Greg, I know the new painter is supposed to be here tomorrow. However, none of the other trades people showed up such as: the plumber, the brick mason, and framers who you indicated would be here at the end of this week. Are you still planning to be here tomorrow at 11AM?

4:36 PM

Yes

5:06 PM

Saturday, October 21, 2017

The electrician will be there in 1 hr will you be there to let them in

9:02 AM

I can let him in. Did he get a permit to do the work? I need you to get a permit so the deck and other work can be inspected.

9:05 AM

I am

9:07 AM

Sunday, October 22, 2017

Greg, I'm about 5 minutes away from the house. I'll be there shortly.

2:05 PM

Ok

2:09 PM

I'm here

2:14 PM

Where are you?

Julio is wondering what he is signing up to do

2:49 PM

Kimberly Condra

(704) 798-7206

Should Julio be here tomorrow
with a crew?

2:50 PM

Looks like you are not going to show
up today. I met with Julio. Based on
the conversation, the expectation is
he will arrive mid week with a crew to
begin the completion of all work left
for the house. This is based on your
commitment from yesterday.

3:20 PM

Monday, October 23, 2017

Greg, in your note last week, you
said the plumber would be here at
the end of last week. There still has
been no plumber arrive. When will the
plumber be here? Same with brick
mason. You indicated the brick mason
would be here on Thursday or Friday
of last week. When will the brick
mason be here? N



VIEW ALL



6:22 AM

Yes ma'am. That interior/ exterior work
is scheduled with Julio whom you met
yesterday. The plumber was going to
do just the rough in and I told him to
price the job to include fixtures as well,
his delay is pricing why that matters I
don't know, the brick mason is ready
but the sub I had scheduled



VIEW ALL



7:04 AM

I decided to work from home today. If
Julio needs in I will be here.

7:46 AM

Tuesday, October 24, 2017

Greg, Julio never showed up





94% 9:58 AM

Kimberly Condra

(704) 798-7206

Tuesday, October 24, 2017

Greg, Julio never showed up yesterday. I've texted him about coordinating arrival time tomorrow. But I've received no response. I need to know if he is coming tomorrow. I have to go downtown. Marty had to have a medical procedure and is unable to come tomorrow to let him in. 7:16 PM

Ok ill check on him... call you in a short bit 7:23 PM

Ok 7:24 PM

I didn't hear back from him either I'll call him in the morning... I'll get the project moving again Kim. I know you have people coming. I'll be there personally if the subs don't work out and stay everyday until the protect gets completed. I'll call you in the morning to discuss further. Thanks and 9:37 PM



VIEW ALL

Thanks. 9:38 PM

Wednesday, October 25, 2017

Greg, I tried to call you several times. When are you available to speak? 8:07 AM

Tuesday, November 7, 2017

I will be there today between 1-2.... Thanks 6:14 AM

I am downtown Charlotte today. That will not work 21

Kimberly Condra

(704) 798-7206

I am downtown Charlotte today. That will not work.

6:15 AM

I received a cease and desist order from the City since you did not obtain a permit.

6:16 AM

What is the purpose of you requesting a meeting?

6:22 AM

That's fine I am in the process of obtaining the permit as of yesterday...was told Mike Nugent had put a hold on the project awaiting my plans, which I received from my craftsman yesterday. After the city receives the plans the design goes under review and takes a minimum of 3 days before a permit

6:24 AM



VIEW ALL

I have a written agreement from butch's plumbing to do your job but after receiving numerous calls from the city of rock hill and the scbc they retracted their involvement on Monday Nov. 5.. same thing from the electrician said he no longer wanted to be involved in the project after speaking to the

6:29 AM



VIEW ALL

No, do not come on my property without me being here.

And, do not remove anything until you refund my money for all the work you did not complete.

6:31 AM



94% 9:58 AM

< **Kimberly Condra**

(704) 798-7206



K I spoke directly to Butch. He said he never talked to you about my job and does not do rough in plumbing any longer.

I also spoke to electrician. He did not state as you claim.

6:32 AM

K He was concerned about you paying him and about you mishandling the job/schedule.

6:33 AM

K There is no reason why the previous electrician would have an issue with the job. I spoke to him as well and he did not have a problem transferring the work. We settled on very good terms.

6:34 AM

Everything I wrote to you this morning is true as far as coming by to pick up the tools ill submit the invoices of work done... then remove my tools from your property that will be this evening after you return home....I will have the city police meet me there so a conflict does not occur.... Thank

6:41 AM



VIEW ALL



K That's fine. The Police can come. In fact, I will call them now.

6:44 AM

Friday, November 10, 2017

12:31 PM

Wil you know something today

K No, I don't think so. He said he needs to write the report up and they will call or email me.

1:12 PM

Wednesday, December 20, 2017



Kimberly Condra

(704) 798-7206

12/20/17

No, I don't think so. He said he needs to write the report up and they will call or email me.

1:12 PM

Wednesday, December 20, 2017

Tried to call you but I didn't get an answer... Tried to call Marty rawls but didn't get an answer.... I'm going to come by your property at 1497 Alexander rd to pick up my tools that are located on your property... the police will be with me when I arrive. Please notify the contractor that's on si

8:52 AM



VIEW ALL



Per the email from Lucy McDow, Items will be available for you to pickup on Friday, 12/22/17, at 2PM ET.

11:59 AM

I tried to pick my items up from you with assurance that I would only take what was my tools from your property by having a police escort....I was denied that attempt by you and your attorney, therefore I'm going to pursue legal means to obtain my property that you have in your possession. I will be

12:34 PM



VIEW ALL



Friday, December 22, 2017

Greg, please review the email from Lucy McDow sent to you on 12/20 in regards to a time for you to pickup materials. Please call Lucy this AM if you plan to be at my home today so arrangements can be made.

9:29 AM





93% 10:04 AM



Kimberly Condra, Marty Rawls

Group conversation

Monday, October 23, 2017



Marty Rawls

Greg,

Since you did not show up on Sunday and did not respond to our text's nor return Julio's calls we can only assume something major was going on with you. However, communications continue to be a major issue so I am putting into writing my understanding of what you have committed to verbally ei



VIEW ALL



MMS
11:29 AM

MMS
11:34 AM Yes



Marty Rawls

Thanks MMS
11:34 AM

Wednesday, October 25, 2017



Marty Rawls

Greg what's the deal? Once again no one shows up to work on Kim's house. You



Group conversation





93% 10:04 AM



Kimberly Condra, Marty Rawls

Group conversation



Wednesday, October 25, 2017



Marty Rawls

Greg what's the deal? Once again no one shows up to work on Kim's house. You promised that work would start and said Julio was on board

MMS
12:47 PM

MMS
3:28 PM

Talked with Kim this morning,



Friday, October 27, 2017



Kimberly Condra

Greg, did you speak with Josh? Is he planning on being at the house Sunday or is he going to wait until you've framed the bathroom?

MMS
5:40 PM

Saturday, October 28, 2017



Kimberly Condra

Greg, since I didn't hear from you, I called Josh. He told me that he was unable to reach you as well. He said if I did not hear from him that he would not be here Sunday. I told him I'd rather



Group conversation





93% 10:04 AM

Kimberly Condra, Marty Rawls

Group conversation

Saturday, October 28, 2017

Kimberly Condra

Greg, since I didn't hear from you, I called Josh. He told me that he was unable to reach you as well. He said if I did not hear from him that he would not be here Sunday. I told him I'd rather for him to wait on doing any of the placement of things in the bathroom anyway. I've been researching and



VIEW ALL



MMS
8:38 AM

Sunday, October 29, 2017

Kimberly Condra



Greg, I just left you a voice message since I have not received a response. There are a few things that must occur tomorrow, 10/30. For material delivery, I expect all materials to be on sight by end of week. If not, I want to know the reason for the materials not being here. First, you must acquire



VIEW ALL



MMS



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

There must not be any additional excuses as to why the above does not occur.

MMS
6:37 AM

Kimberly Condra

I am suppose to have furniture delivered to the house beginning mid November so I can host Thanksgiving here for my family. This was scheduled many, many months ago when the renovation was to be completed by 9/29. My life can no longer be put on hold. It's time for you to complete the work.

MMS
6:40 AM

Good morning. I will come by today to discus this with you in person. I related to you that I would be there in the morning. I would like to meet with you today if your schedule slowed that. Thanks call me when you have time

MMS
6:52 AM

Kimberly Condra

I have set appointments for 1030AM and 4PM. I can



Group conversation





93% 10:04 AM

Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

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MMS
6:37 AM

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MMS
6:40 AM

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MMS
6:52 AM

Kimberly Condra

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Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

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MMS
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MMS
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MMS
6:52 AM

Kimberly Condra

I have set appointments for 1030AM and 4PM. I can

✓ Group conversation





93% 10:04 AM

< **Kimberly Condra, Marty Rawls**

Group conversation

Kimberly Condra

K I have set appointments for 1030AM and 4PM. I can meet between the times of 9 to 10 or from 130 to 3PM. Let me know which time works for you. I want Marty to be here so he will need to know when to arrive.

MMS
7:20 AM

Kimberly Condra

K Greg, let's say 2PM. That will ensure I have enough time to get back home. I'll see you at 2PM unless you let me know different.

MMS
7:29 AM

I'm not gonna make the 2pm appointment I'm still an hr out. I can come by this evening or I'll see you oon the morning but I will call you this afternoon after your 4 ppm appointment. Thanks

MMS
12:32 PM

Kimberly Condra

OK, can you meet at 8AM in the morning?

MMS
12:34 PM

Monday, October 30, 2017

Kimberly Condra

✓ Group conversation





93% 10:04 AM



Kimberly Condra, Marty Rawls



Group conversation

Kimberly Condra

K

I have set appointments for 1030AM and 4PM. I can meet between the times of 9 to 10 or from 130 to 3PM. Let me know which time works for you. I want Marty to be here so he will need to know when to arrive.

MMS
7:20 AM

Kimberly Condra

K

Greg, let's say 2PM. That will ensure I have enough time to get back home. I'll see you at 2PM unless you let me know different.

MMS
7:29 AM

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MMS
12:32 PM



Kimberly Condra

OK, can you meet at 8AM in the morning?

MMS
12:34 PM

Monday, October 30, 2017



Kimberly Condra



Group conversation





93% 10:05 AM

Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, what time are you
going to be here?

MMS
7:16 AM

I'm getting materials and
bringing them to the house
in and out today

MMS
9:34 AM

Kimberly Condra

Don't forget about picking
up the permits

MMS
9:38 AM

Kimberly Condra

Greg, what is your license
number?

MMS
9:55 AM

MMS
10:27 AM 81-52202

Kimberly Condra

What's your SCLLR number?

MMS
10:32 AM

Kimberly Condra

She said you may be looking
at the wrong part of the
number.

MMS
10:34 AM

Kimberly Condra

Greg, I saw where you tried
to call. I'm in meetings until
330PM. Do you know what
time you will be here this



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Tuesday, October 31, 2017

Kimberly Condra

Greg, I need the project schedule, sub info, and plan today. I can meet this evening. Please confirm you will be here. Per our phone conversation, you were finishing this yesterday. Much of the work you have to do can be done without the need for inspection. Scraping ceilings, finishing ceilings, p



VIEW ALL



MMS
7:58 AM

Kimberly Condra

And, I don't see any materials arriving at the house. I must have all materials here. You stated you would be in and out with these yesterday, but I see no evidence of this. Please confirm when the materials will be delivered.

MMS
8:01 AM

Kimberly Condra

I talked to Mike. He confirmed I didn't need a permit



Group conversation





93% 10:05 AM

Kimberly Condra, Marty Rawls

Group conversation

I talked to Mike. He confirmed I didn't need a permit for anything over \$200. He said there are many things I'm having done that can be completed without a permit. He did say a licensed contractor needs to permit to do any framing. And, of course, the electrical and plumbing need to be permitted. He



VIEW ALL



MMS
9 10 AM

Wednesday, November 1, 2017

Kimberly Condra

Greg, when are the materials being delivered? All materials should have been here months ago. You confirmed you would have them here this week.

MMS
8:40 PM

MMS
8:50 PM

Friday or Monday latest

Plumber and electrician will be picking up the order you have in place and installing them as part of the arrangement I have with them

MMS



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

The materials I need for this weekend will be brought with me and are already there. The plumber is in the process of pulling their permit. Have a call out to electrician about him getting his permit but have not heard back from him yet. The permits I need for framing, siding, deck and interior stru

MMS
9:01 PM



VIEW ALL



Saturday, November 4, 2017

Kimberly Condra

Greg, what time are you arriving today?

MMS

What is the schedule to have done this weekend?

MMS

Thanksgiving is rapidly approaching.

MMS
7:40 AM

The building inspector said directly to me that no work is to continue until the proper permits are in place. You were told that it would be Monday before



Group conversation





93% 10:05 AM

Kimberly Condra, Marty Rawls

Group conversation

The building inspector said directly to me that no work is to continue until the proper permits are in place. You were told that it would be Monday before any of the permits could be reasonably obtained. Nothing has changed per our last discussion

MMS
7:46 AM

Kimberly Condra

This is just one of your texts to me that stated repetitively that you would be delivering materials this weekend AND that you would be doing work that DID NOT require a permit. The materials I need for this weekend will be brought with me and are already there. The plumber is in the process of pul



VIEW ALL



MMS
7:49 AM

Kimberly Condra

You told me verbally that my materials would be here this week. You have done nothing you have committed



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

You told me verbally that my materials would be here this week. You have done nothing you have committed to at any point through this process.

MMS

7:50 AM

MMS

8:09 AM

That is not true

Monday, November 6, 2017

Kimberly Condra

Greg, please confirm what time you will be here today. Per your latest message, you will arrive today after acquiring building permit from Rock Hill City. Also, when will all the materials that I paid for in the first installment to you of \$24,250 be here? This includes, but is not limited to: plumb



VIEW ALL



MMS

8:28 AM

Kimberly Condra

Mike Nugent just sent me an IM. He stated you have not been by to acquire your permit. When are you planning



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Mike Nugent just sent me an IM. He stated you have not been by to acquire your permit. When are you planning to obtain the permit?

MMS
12:20 PM

Tuesday, November 7, 2017

Kimberly Condra

Greg, per the following message from this morning, "That's fine I am in the process of obtaining the permit as of yesterday...was told Mike Nugent had put a hold on the project awaiting my plans, which I received from my craftsman yesterday. After the city receives the plans the design goes under r



VIEW ALL



MMS
12:24 PM

Wednesday, November 8, 2017

Kimberly Condra

Greg, since I didn't hear from you, I want to ensure you received my message. As of 330pm yesterday, 11/7, the City of Rock Hill confirmed



Group conversation

01





Kimberly Condra, Marty Rawls

Group conversation

Wednesday, November 8, 2017

Kimberly Condra

Greg, since I didn't hear from you, I want to ensure you received my message. As of 330pm yesterday, 11/7, the City of Rock Hill confirmed you had not yet began the process for acquiring a permit. Per your earlier message to me as well as our phone conversation, my understanding from you was that yo



VIEW ALL



MMS
8:16 AM

Per our discussion you have an inspection scheduled for Friday we agreed that we would meet over the wknd to go over contact modifications and the permits will be established after that Monday morning. If at all possible I would like to work on the project this week finishing hardwood floors, instal

MMS
8:16 AM



VIEW ALL



Group conversation





93% 10:06 AM

Kimberly Condra, Marty Rawls

Group conversation

Per our discussion you have an inspection scheduled for Friday we agreed that we would meet over the wknd to go over contact modifications and the permits will be established after that Monday morning. If at all possible I would like to work on the project this week finishing hardwood floors, instal

MMS
8:36 AM



VIEW ALL

Kimberly Condra

I wasn't aware that you were making the permit a dependency of the Inspection. I don't recall that being stated in our conversation. Thank you for providing clarification. When you say you want to work on the project "this week" do you mean this week as in the week of 11/6 or "this week" being the w



VIEW ALL

MMS
9:44 AM

Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, did you hear from Steve, when in Friday can he meet with Mike? I want to schedule a meeting so Mike will be sure to be there and available.

MMS
7:44 PM

Thursday, November 9, 2017

Kimberly Condra

Greg, I can contact Steve directly and ask for his availability.

MMS
7:41 AM

Kimberly Condra

Send me Steve's number and I'll coordinate the meeting.

MMS
7:43 AM

Kimberly Condra

Greg, what's the status on the application for the permit?

MMS
5:10 PM

Friday, November 10, 2017

Marty Rawls

Greg when you don't respond with any feedback positive or negative you give the impression that you don't care or your not



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Marty Rawls

Greg when you don't respond with any feedback positive or negative you give the impression that you don't care or your not serious about Getty's Good Night the house done and that is what frustrates both Kim and I.

MMS
8:44 AM

Kimberly Condra

Greg, inspection is done. The Inspector is turning his findings into the office and they will let me know.

MMS
12:04 PM

Ok keep me posted. Ready to get going as soon as possible

MMS
12:23 PM

Kimberly Condra

Tomorrow I will be away from the house most of the day. I'll be home all day Sunday. Let me know when you are wanting to come by so we can coordinate schedules.

MMS
1:44 PM

Kimberly Condra



Group conversation



Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

As soon as possible is up to you. My reason for hiring a licensed contractor was to get my house done properly and in a reasonable time frame. That is your job. My part is to make sure someone is there to let u in the house.

MMS
5:30 PM

Sunday, November 12, 2017

Kimberly Condra

Greg, i need to coordinate the time we are meeting today.

MMS
8:02 AM

MMS
8:05 AM I'll call you shortly

Kimberly Condra

Greg, I have things I need to do today. I need to coordinate schedules ASAP.

MMS
10:08 AM

Sorry I got super busy doing paperwork.... are you working from home in the morning if so and even if not I can be there at 7am sharp.... if that will work

MMS
10:34 AM



Group conversation





93% 10:06 AM

Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, I am available today at 2PM. I'll expect you then.

MMS
10:44 AM

That's not going to work for me tomorrow morning at 7 works best... hope that does not inconvenience you too much, but today I'm not going to make it

MMS
10:48 AM

Kimberly Condra

Greg, you promised you would be here this weekend. I am not available tomorrow.

MMS
11:03 AM

Monday, November 13, 2017

Kimberly Condra

Greg, it's passed 7. You committed to being here at 7AM sharp.

MMS
7:08 AM

Marty Rawls

Greg. We are sitting with Niki at the city and indicates that you have to submit the new plan for the deck and the construction plans include dimensions for new walls and all roofing changes. When are you coming down

MMS



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Marty Rawls

Greg. We are sitting with Niki at the city and indicates that you have to submit the new plan for the deck and the construction plans include dimensions for new walls and all roofing changes. When are you coming down to get the permit?

MMS
10:46 AM

MMS
10:50 AM

After lunch

Marty Rawls

Ok I'll let Niki know that your coming in.

MMS
10:52 AM

Marty Rawls

By the way pet Mike Nugent your brother has to come in to pull the permit

MMS
10:54 AM

Kimberly Condra

Greg, I clarified with the City that they are waiting for the appropriate documentation to be filed. Once they see that is moving in the right direction they will lift the stop work order and you can come in to do non-permit required work. Confirm with



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Marty Rawls

Ok I'll let Niki know that your coming in.

MMS
10:52 AM

Marty Rawls

By the way pet Mike Nugent your brother has to come in to pull the permit

MMS
10:54 AM

Kimberly Condra

Greg, I clarified with the City that they are waiting for the appropriate documentation to be filed. Once they see that is moving in the right direction they will lift the stop work order and you can come in to do non-permit required work. Confirm with me when you have filed the paperwork for the pe



VIEW ALL



MMS
11:07 AM

Ok great news I'll get that done today and call you a soon as I leave there.... thanks

MMS
11:43 AM

Tuesday, November 14, 2017

Kimberly Condra



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, I'd like an update on
status regarding the permit.

MMS
3:18 PM

Couldn't get Steve to go by
today due to job conflict will
go by 1st thing in the am.....
I'll cal you right after to get
stop order lifted and plan
on working at your place
tomorrow afternoon in order
has been lifted

MMS
3:19 PM

Wednesday, November 15, 2017

Kimberly Condra

Greg, checking in, what is
status on permit?

MMS
11:39 AM

Just spoke with Mike
Nugent the framing work
that was done...lv rm,
laundry rm, back porch
roof framing and tear off
will need to be indicated
per original permit specs
and the original contractor
indicated as to the work
completed during phase 1
before adequate plans for
phase 2 can be submitted, r



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, the above is not accurate. I permitted everything I was supposed to per my conversations with the City. Since you are not a licensed contractor and did not permit the job when I signed the contract with you on 6/25/17, you have left me in a terrible position. At this point, you owe me a great



VIEW ALL



MMS
3:11 PM

Kimberly Condra

Greg, you stated you had a bulk amount of my money now. I want my money.

MMS
3:22 PM

Thursday, November 16, 2017

Kimberly Condra

Greg, I want my money returned immediately. Per our conversation on Monday, you stated you had approximately \$20,000 of my money to refund now and another \$20,000 to refund by end of month. That leaves over \$12000 outstanding.

MMS
1:11 PM



Group conversation



**Kimberly Condra, Marty Rawls**

Group conversation

Kimberly Condra

Greg, I want my money returned immediately. Per our conversation on Monday, you stated you had approximately \$20,000 of my money to refund now and another \$20,000 to refund by end of month. That leaves over \$12000 outstanding.

MMS
7:11 AM

Kimberly Condra

Greg, you kept telling me that you were not raised to desert a project and take someone's money without earning it. You stated you were honest, a Christian, and a man of your word. If so, you will return my money so I can at least get my home back to a condition that is as good as you found it. You



VIEW ALL

MMS
7:33 AM

Friday, November 17, 2017

Kimberly Condra

Greg, as you know, you have left my home in total disarray and you have



Group conversation





93% 10:07 AM

Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, as you know, you have left my home in total disarray and you have compromised the integrity of the structure by leaving my home where water is not adequately draining away from the structure. I must have my money back in order to pay a reputable contractor to at least fix what you have destroy



VIEW ALL



MMS
5:37 AM

I think that would be best for us both.... I'll be in contact with you today about that.... thanks

MMS
7:03 AM

Kimberly Condra

Greg, I need my money. The day is coming to a close. We need to set a place and time for you to deliver a cashiers check to me for the money that is owed.

MMS
1:03 PM

Ok... let's meet on Monday
I'll get all the invoices



Group conversation

21



**Kimberly Condra, Marty Rawls**

Group conversation

Ok... let's meet on Monday
I'll get all the invoices
together and materials
that need to be delivered
together. We can meet
some time Monday and get
all this worked out. Let me
know what is a good time
for you... that being said....
if you want me to finish I
wouldn't mind finishing...i
can go by th

MMS
5:44 PM

VIEW ALL

Sunday, November 19, 2017

Kimberly Condra

Greg, I'm unable to meet
tomorrow. It most likely will
be after Thanksgiving when
I'll be able to arrange the
meeting at the attorney's
office so we can sign papers
agreeing to how much and
when repayment will be
received. I want to be sure
we have everything in writing
so there is no misinterpretat



VIEW ALL

MMS
1:17 PM

Group conversation



93% 10:07 AM

Kimberly Condra, Marty Rawls

Group conversation

Ok sounds good....i will need to come by and pick up the remaining tools I have there either tomorrow or Tuesday.... thanks

MMS
5:55 PM

Kimberly Condra

No, that won't be possible. I'll make arrangements with you after this week.

MMS
6:06 PM

Kimberly Condra

I do want the dumpster removed from my drive way immediately.

MMS
6:01 PM

MMS
6:04 PM

Scheduled for tomorrow as of Friday

Monday, November 20, 2017

Kimberly Condra

Greg, the dumpster is still in my driveway.

MMS
5:12 PM

Kimberly Condra

I need a list of all materials you say you have available for delivery. You can email to me at KACondra@gmail.com. Or, I can call Carter



Group conversation

**Kimberly Condra, Marty Rawls**

Group conversation

Kimberly Condra

I need a list of all materials you say you have available for delivery. You can email to me at KACondra@gmail.com. Or, I can call Carter Lumber to obtain the list if you prefer. Let me know.

MMS
5:14 PM

Kimberly Condra

Greg, I need to know what material credits you have to count toward the money I've paid you. The attorney needs this in order to determine an accurate amount of repayment in materials and money. I need to get this to him ASAP so we can meet next week. Please let me know if/when you will provide this



VIEW ALL

MMS
9:39 PM

Kimberly Condra

As soon as he has the info in hand we can work to schedule a time to settle everything.

MMS
9:40 PM

Tuesday, November 21, 2017



Group conversation





Kimberly Condra, Marty Rawls

Group conversation

Tuesday, November 21, 2017

Will provide you with
accurate account of
invoices as soon as I have
them completed Thanks

MMS
7:16 AM

Kimberly Condra

Greg, I have been contacted
by several businesses seek-
ing payment for materials,
etc. that you have ordered
and have never paid for. Ap-
parently, because you listed
my address as the account,
these businesses are con-
sidering filing liens against
my property. So, I'm not sure
what invoices you keep re



VIEW ALL



MMS
7:27 AM

Kimberly Condra

Also, before I am surprised
by notices of liens on my
home from your unpaid
debts, I need a list of all the
businesses where you have
not paid bills but listed my
address as the account.

MMS
7:31 AM

Wednesday, November 22, 2017



Group conversation





Kimberly Condra, Marty Rawls

Group Conversation

Kimberly Condra

Greg, the dumpster is still in my driveway. It needs to be picked up immediately. We need to meet with the attorney to arrange repayment terms/conditions ASAP. You can bring whatever invoices you may have to that meeting.

MMS
6:54 AM

Monday, November 27, 2017

Kimberly Condra

Greg, I need my money refunded. I must have my home repaired ASAP. The end of month is this week. You said you could have \$20,000 to me by end of month. I can meet you on Friday to collect. What times are you available?

MMS
12:11 PM

Kimberly Condra

Greg, I've paid you all the money I have. I need my money refunded in order to fix my home. Also, your creditors are now contacting me saying they are placing liens on my property. I paid



Group conversation



Kimberly Condra, Marty Rawls

Group conversation

Kimberly Condra

Greg, I've paid you all the money I have. I need my money refunded in order to fix my home. Also, your creditors are now contacting me saying they are placing liens on my property. I paid you the \$24,250 up front in order for you to pay for materials. Yet, your creditors are calling and mailing let

(No 4
10:07 AM

I need
the r
and
my t
my s
lega
is se
Tues



VIEW ALL



MMS
9:13 PM

Thursday, November 30, 2017

I need a time today or tomorrow to come get my tools from your property thanks

MMS
6:42 AM

Tuesday, December 5, 2017

I need to know what you want to do with the materials purchased for your project and I need a time to come by and pick up my tools that are at your property, this is my second and final request for a



Group conversation





93% 10:08 AM

Kimberly Condra, Marty Rawls

Group conversation

Thursday, November 30, 2017

MMS
6:42 AM

I need a time today or tomorrow to come get my tools from your property thanks

Tuesday, December 5, 2017

MMS
10:28 AM



VIEW ALL



Thursday, December 7, 2017

Kimberly Condra

First, I need confirmation that Carter Lumber has been paid in full, \$16,700, for all materials you purchased under my name. Second,



Group conversation





93% 10:08 AM

Kimberly Condra, Marty Rawls

Group conversation

timeline, legal procedures
will follow if no response
is sent. Thank You Greg
Childers sent 10:27 Tu

MMS
10:28 AM



VIEW ALL

Thursday, December 7, 2017

Kimberly Condra

First, I need confirmation
that Carter Lumber has been
paid in full, \$16,700, for all
materials you purchased
under my name. Second,
I need confirmation that
Carter Lumber has removed
all liens from my home.
Third, I need a detailed
accounting of all materials
you say you have purchased
for my home



VIEW ALL

MMS
10:50 AM

FYI....you don't get materials
at cost there's a contractors
Mark up that you will be
charged for. Thanks I'll
get the final invoice to
you shortly

MMS
10:42 AM



Group conversation



Henry D. McMaster
Governor

Emily H. Farr
Director

South Carolina
Department of Labor, Licensing and Regulation

Division of Professional and Occupational Licensing
Office of Investigations and Enforcement



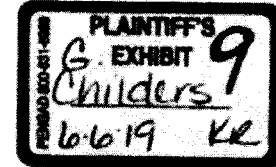
110 Centerview Drive
Post Office Box 11329
Columbia, SC 29211-1329
Phone: (803) 896-4470
FAX: (803) 896-4656

www.llronline.com

NOTICE OF COMPLAINT

January 24, 2018

Gregory Childers
277 True Road
McConnells, SC 29726



File/Case #: 2017-848

Site Location: June 25, 2017
1497 Alexander Road, Rock Hill, SC 29732

Listed are the particulars of a complaint filed against you for work performed at the above address **while unlicensed**. Please contact me at **803-896-5378** and submit a written **notarized** response addressing each of the items in the complaint within ten (10) days from receipt of this letter. You may mail your response to the address on this letter or fax it to 803-896-4656. Please include the case number on any correspondence and address it to my attention.

Summary: The complaint alleges the Respondent on June 25, 2017 violated the SC Residential Builders Practice Act 40-59-30. The Respondent offered and engaged in RBB work for renovations in the amount of \$52,000.00 while unlicensed.

1. 40-59-30: License requirement, enforcement of contracts; restraining orders.
(A) A person or firm who engages or offers to engage in the business of residential building or residential specialty contracting without first having registered with the commission or procured a license from the commission, which has not expired or been revoked, suspended, or restricted or who knowingly presents to, or files with, the commission false information for the purpose of obtaining a license or registering with the commission is guilty of a misdemeanor and, upon conviction, must be fined not less than five hundred dollars or more than ten thousand dollars or imprisoned for not less than thirty days, or both.

The results of my investigation will be submitted to an Investigative Review Committee (IRC) for review to determine if you have violated any of the provisions of the license law with regard to building code or standards violations.

Your cooperation in this matter is appreciated

Respectfully,

Maurice Smith
Investigator III
Maurice.Smith@llr.sc.gov

ELECTRONICALLY FILED - 2020 Aug 15 4:04 PM - YORK - COMMON PLEAS - CASE#2018CP4602502

FAMILY TRUST



NCUA

www.familytrust.org (800) 367-4700

1-800-367-4700

100104013
CHILDREN'S ACCOUNT
Date: 03/19/18
Time: 11:46am

Withdrawal from: VASILEN, DIMITRI

CHECKING 12

VIEW BAL: 2,723.92

AMOUNT: 500.00

NEW BAL: 1,723.92

SEC: 8723910

Check Disbursed
SOUTH CAROLINA RESIDENTIAL BUILDERS
Ref Number: 01 683937

Authorized by

Signature
Signature
Signature
Other



Henry D. McMaster
Governor

Emily H. Farr
Director

February 1, 2018

CERTIFIED MAIL - RETURN RECEIPT REQUESTED

Mr. Gregory Childers
DBA: GSC Construction
277 True Road
McConnells, SC 29726

File #: 2017-848

Re: Cease & Desist Order/Citation

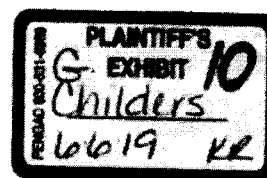
Dear Mr. Gregory Childers:

Enclosed please find a **CITATION** for unlicensed practice and **CEASE & DESIST ORDER** issued by the South Carolina Department of Labor, Licensing and Regulation. The Order directs you to immediately cease any further or continued offering or practice of building and/or construction services of any kind in South Carolina until such time as you can become duly licensed by the Residential Builders Commission. The Citation sets forth the administrative penalty for the unlicensed practice.

You may not undertake new, or complete any pending work that may have already been contracted, until such time as you become licensed or otherwise comply with the licensing regulations in South Carolina. Pursuant to section 40-59-30 of the South Carolina Code (2011) unlicensed practice violations carry both administrative and criminal penalties in South Carolina.

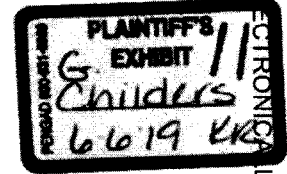
Respectfully,

Maurice Smith
Investigator III
Office of Investigations and Enforcement





S.C. DEPARTMENT OF LABOR, LICENSING AND REGULATION
RESIDENTIAL BUILDERS COMMISSION
P.O. Box 11329
Columbia, SC 29211-1329



CITATION AND NOTIFICATION OF PENALTY
NOTICE TO CEASE VIOLATION OF LAW

Gregory Childers
DBA: GSC Construction
277 True Road
McConnells, SC 29726

License Number: UNLICENSED

Issuance Date: 2/1/2018
Complaint #: 2017-848

This citation describes alleged violation of §40-59-3, et seq., South Carolina Code of Laws, 1976, as amended. The penalties listed are based on these violations. You must immediately cease and desist from further violation until such time, if ever, as proper authorization is issued by the S.C. Residential Builders Commission. Pursuant to §40-59-105(D), you must pay the proposed penalties within thirty (30) days of receipt of the citation if an appeal is filed. Failure to pay the citation within thirty (30) days from the date of issuance shall result in administrative suspension of your license until such time that the citation is paid in full. Any citation and/or penalty assessed by a representative of the South Carolina Department of Labor, Licensing and Regulation may be appealed by requesting, in writing, an administrative review. Such requests must be addressed to Residential Builders Commission Administrator, South Carolina Department of Labor, Licensing and Regulation, P.O. Box 11329, Columbia, SC 29211-1329 and must be mailed within (2) calendar days from receipt of this Citation and Notification of Penalty. This citation concerns application of the South Carolina Residential Builders Act and Regulations and does not necessarily resolve all aspects of any disciplinary action currently pending before the Board or which may be filed in the future. Failure to make a timely request for review will result in the citation becoming a final order of the Residential Builders Commission.

ITEM	SECTION(S) VIOLATED	DESCRIPTION	PENALTY
1	§40-59-220	Unlicensed practice: Practice of Residential building at: 1497 Alexander Road, Rock Hill, SC on June 25, 2017	500.00
	§40-59-220	Unlicensed practice of Specialty contracting at on	
	§40-59-240(A)	Practice of Specialty contracting outside the scope of the registration (S.C. Regulation 106-3) at on	
		by engaging in:	
	§40-59-240(C)	Specialty Registrant failure to obtain a building permit for construction at:	
	§40-59-110	Builder failure to obtain a building permit for construction at:	
	§40-59-240(D)	Undertaking a Specialty contract which exceeds \$5000 without bond for construction at	
	§40-1-110(c)	Aiding or abetting violation of licensing requirements by at on	

☐ I certify that I explained the requirements of law and that the respondent must immediately cease and desist from further violation until such time, if ever, as proper authorization is issued by the S.C. Residential Builders Commission. I also provided the necessary application forms to be completed and forwarded to the Commission by the respondent.

Maurice Smith, Investigator III

TOTAL PENALTY: \$500.00

Please make check or money order payable to S.C. Residential Builders Commission and indicate citation number on remittance.

Copy received

Signature of Respondent

Date

CERTIFICATE OF SERVICE BY MAIL

This is to certify that the undersigned has this date served this Citation and Notification of Penalty in the above entitled action upon all parties to this cause by depositing a copy hereof in the United States mail, certified, return receipt requested, and postage paid, or in the Interagency Mail Services, addressed to the party(ies) or their attorney(s) to the following address: 277 True Road, McConnells, SC 29726.

This 1 day of FEBRUARY 2018

CONDRA 147

YARD ACCOUNT APPLICATION

CARTER YARD 080103014

POS # 423		OSR NAME AND NUMBER C42313 Shannon Franklin		CREDIT LIMIT REQUESTED 15,000	
CHECK ONLY ONE SOURCE CODE: PRO: ☒ RESIDENTIAL ☐ COMMERCIAL ☐ PRODUCTION R/R: ☐ SIDING CONTRACTOR ☐ ROOFER ☐ DECK BUILDER ☐ GENERAL R & R		CHECK TYPE OF ACCOUNT: ☒ BUSINESS ☐ OWNER BUILD (H) ACCOUNT - (complete H account info.) ☐ NON-PROFIT I WISH TO SIGN UP FOR YARD REWARDS: ☒ Yes, sign me up ☐ Do not sign me up at this time			
DESCRIPTION OF BUSINESS Check One: ☒ SOLE-PROPRIETOR ☐ PARTNERSHIP ☐ LLC ☒ CORPORATION SSN# 230-45-3656 FED I.D.# NUMBER OF EMPLOYEES: 01 ESTIMATED ANNUAL SALES: \$100,000.00 NUMBER OF YEARS IN BUSINESS: 01 WEBSITE URL WITH EMAIL ADDRESS: GSC Construction PO Box 12 LEGAL NAME BUSINESS ADDRESS McConnells SC 29726 (803) 818-4489 geoconstruction017@gmail.com CITY, STATE, ZIP BUSINESS PHONE EMAIL					
NAMES OF OWNERS OR OFFICERS TITLE Gregory S Childers		HOME ADDRESS 277 True Rd McConnells SC 29726		TELEPHONE NO. S.S.N. NO. (803) 818-4489 XXXXX	
Check Type of Job: ☒ RESIDENTIAL ☐ COMMERCIAL Check if applicable: ☐ TAX EXEMPT ☒ P.Q. REQUIRED					
PERSONAL GUARANTOR'S INFORMATION (THEY HAVE READ AND UNDERSTAND THE TERMS)					
Gregory S Childers CUSTOMER'S NAME McConnells SC 29726 CITY, STATE, ZIP 004388935 X <i>Gregory S Childers</i> GUARANTOR'S SIGNATURE		277 True Rd HOME ADDRESS 803-506-3201 CELL PHONE NO. 230-453656 SOCIAL SECURITY NO. Owner 06/01/2017 DATE			
FINANCIAL INFORMATION (THEY HAVE READ AND UNDERSTAND THE TERMS)					
STREET ADDRESS SUBDIVISION		CITY, STATE, ZIP COUNTY		LOT # FRAMING COST	
BANK NAME BANK CONTACT BANK PHONE NUMBER		TOTAL JOB COST			
I (We) agree to allow Carter Lumber Company to inquire at the above bank which holds my construction loan. I (We) authorize the above Bank to release details of the following (closing date, original loan amount, balances, available funds). BUSINESS AGREEMENT THIS AGREEMENT IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON THE REVERSE SIDE OR PAGE 2, WHICH ARE MADE PART HEREOF AND INCORPORATED HEREIN. BY SIGNING THIS APPLICATION THE UNDERSIGNED ACKNOWLEDGES THEY HAVE READ, UNDERSTAND AND AGREE TO ALL OF THE TERMS AND CONDITIONS CONTAINED HEREIN. X <i>Gregory S Childers</i> SIGNATURE OF AUTHORIZED AGENT, OWNER, OFFICER 06/01/2017 DATE Gregory S Childers NAME (PRINTED OR TYPED) Owner TITLE					
ANTI-CREDIT ACCOUNT USERS					
N/A					
TRADE REFERENCES (LIST NAME, PHONE, FAX)					
JS Childers Construction NAME OF BUSINESS John M Neelands Fine Homebuilding, LLC NAME OF BUSINESS		803-417-3571 PHONE NUMBER 704-818-2262 PHONE NUMBER FAX NUMBER			
BANK REFERENCES					
Family nTrust NAME OF BANK Josh Nyegard (803) 684-3201 ACCOUNT MANAGER NAME & PHONE NUMBER		\$10000104913 XXXXX ACCOUNT NUMBER			
Copy of Voided Check: ☐ YES ☒ NO FAX TO CREDIT DEPARTMENT AT (888) 708-2699					

EXHIBIT
P-14
CONDRA 332

TERMS AND CONDITIONS

This agreement states the terms for your credit account with Carter Lumber and any of its subsidiaries. "You" and "your" mean each person or corporation who is named on this account. "We", "Us", and "Our" mean the Carter Lumber or any of its subsidiaries.

Purchases: You can use your credit account to purchase goods at Carter Lumber and any of its subsidiaries noted on this application.

Credit Limit: A credit line will be assigned to all approved accounts.

Personal Guarantee: Guarantor/s jointly and severally, unconditionally guarantee the payment of any and all sums of money as are now, or at any time hereinafter may be owing to Carter Lumber by Applicant or Guarantor/s, as a result of Carter Lumber Company's extension of credit. Guarantor/s waives notice of: extension of time or modification of terms, settlements or resolutions of disputes, modification of credit line, default of Applicant. This is intended to be and is a continuing guarantee and shall not be revoked except by written notice to Carter Lumber not to make any further sales and deliveries on the security of this guarantee. The Guarantor/s signature further acknowledges that specific authorization has been granted to Carter Lumber to investigate the Guarantor/s individual consumer credit report, necessary with this guarantee.

Prompt Payment: All building construction accounts must follow the pay when paid requirements of state law. It is your responsibility to discuss the time of payments in the event the above terms vary from the normal terms outlined below. Applicant and or guarantor/s agree to pay all actual cost of collection including attorney's fees, court cost and or collection agency fees due to Carter Lumber as applicants' or guarantor/s breach of the terms of sale, whether or not a lawsuit is brought to satisfy the debt owed to Carter Lumber by applicant or guarantor/s. In the event that any suit or collection action is required to enforce the terms of this Credit Application and to collect unpaid account balances owing to Carter Lumber, the undersigned agrees that jurisdiction and venue for any such action shall be in the County of Portage, State of Ohio and the parties waive their right to a jury trial.

Payment Terms for Corporation Account: 30 Day Terms: Entire balance due on or before the 15th of every month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit. You agree to be bound by above terms and conditions, which are hereby incorporated by reference and made a part of this application. Your check is your receipt.

Payment Terms for Non-profit and Government: 60 Day Terms: Entire balance due on or before the 15th of the 2nd month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit. You agree to be bound by above terms and conditions, which are hereby incorporated by reference and made a part of this application. Your check is your receipt.

Payment Terms for H Accounts: 30 Day Terms: Cash Financing: any owner built home that is financed with cash and does not have an existing bank financed construction loan will be subject to 30 Day Terms, Entire balance due on or before the 15th of every month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit.

Payment Terms for H Accounts: 60 Day Terms: Bank Construction Loan Financing: any owner built home that is financed with a construction loan will be subject to 60 day terms, Entire balance due on or before the 15th of the 2nd month unless otherwise approved by the Credit Department. Finance charges of 1.5% per month will be added to past due amounts. All past due accounts are subject to termination of additional credit. You agree to be bound by above terms and conditions, which are hereby incorporated by reference and made a part of this application. Your check is your receipt.

Cancellation: Except where specific written notice is required by law, we can cancel your account anytime in person, by phone, or written notice sent to you at the address where we mail your statement. You can cancel your account by notifying us in writing. If your account is cancelled by you, or by us, you will have to pay us the full amount you owe us, including amounts that have not been billed to you yet.

Change in Terms: We can change the terms of this agreement anytime. Notification of changes will be made in accordance with federal or state law. You agree that changes will apply to purchases made prior to any change as well as to new purchases. If the law makes any part of this agreement void, all the other terms shall be severable and enforceable.

Disputes: Disputes must be submitted in writing within 60 days of invoice date in order to be considered valid. Any disputes that are not in writing will be considered invalid and payment terms above will apply.

Lien Rights: You understand and agree that we reserve the right to file a mechanic's lien, attested account, or take whatever action is necessary against you, the property owner where the materials are being utilized, the general contractor, the lending institution financing said construction, or any other party that would have control over the funds utilized for the purchase of said merchandise.

Credit Report: You authorize us to obtain reports to be used in connection with this application, and at any time during this agreement to obtain further credit information from any persons or firm set forth in this application and from any other source that we decide to use regarding the business, its officers, directors, agents, employees, or principals. At any time during this agreement you authorize us to retain all information and reports for our files.

Buyers Agreement: The person signing certifies that all information provided is true and correct. You hereby give consent and authorized the below named person(s) to use the Carter Lumber Yard Account and understand that your business is liable for payment of all charges incurred by authorized signers. You agree to promptly notify Carter Lumber of any changes in authorized users.

* Carter Lumber is the assumed name of Carter - Jones Companies, Inc. a Michigan corporation and its subsidiaries which include

• Carter Lumber Company	• Kight Lumber Co., Inc.
• Carter Lumber Co.	• Carter Lumber of Virginia, Inc.
• Carter Lumber of the South, Inc.	• The Carter-Jones Lumber Company
• Carter Lumber, Inc.	

Balance Forward Spreadsheet

ID	Trans-no	Trans-date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Bal Fwd
soin	423219505	06/05/17	G4230624-001	GSC Construction		Sexton	\$312.98	\$21.91	\$334.89	\$0.00	\$334.89
soin	423219562	06/06/17	G4230624-001	GSC Construction		deck	\$529.43	\$37.06	\$566.49	\$0.00	\$901.38
soin	423219568	06/06/17	G4230624-001	GSC Construction		Deck	\$906.33	\$63.46	\$969.79	\$0.00	\$1,871.17
soin	423219572	06/06/17	G4230624-001	GSC Construction		Greg childers	\$2,619.18	\$183.36	\$2,802.54	\$0.00	\$4,673.71
memo	602394333	06/07/17	G4230624	GSC Construction	cash		\$0.00	\$0.00	-\$500.00	\$0.00	\$4,173.71
soin	423219859	06/09/17	G4230624-001	GSC Construction		G	\$138.90	\$9.72	\$148.62	\$0.00	\$4,322.33
soin	423220080	06/15/17	G4230624-001	GSC Construction		sexton	\$90.60	\$6.34	\$96.94	\$0.00	\$4,419.27
soin	423220213	06/16/17	G4230624-001	GSC Construction		sexton	\$187.50	\$13.13	\$200.63	\$0.00	\$4,619.90
soin	423220216	06/16/17	G4230624-001	GSC Construction		sexton	\$21.11	\$1.48	\$22.59	\$0.00	\$4,642.49
soin	423220322	06/20/17	G4230624-001	GSC Construction		quorte	\$29.07	\$2.03	\$31.10	\$0.00	\$4,673.59
soin	423220513	06/22/17	G4230624-001	GSC Construction		greg	\$188.91	\$13.22	\$202.13	\$0.00	\$4,875.72
soin	423220585	06/23/17	G4230624-001	GSC Construction		SEXTON JOB	\$33.60	\$2.35	\$35.95	\$0.00	\$4,911.67
soin	423220619	06/26/17	G4230624-001	GSC Construction		sexton	\$48.02	\$3.36	\$51.38	\$0.00	\$4,963.05
memo	602406380	06/28/17	G4230624	GSC Construction	cash		\$0.00	\$0.00	-\$4,963.05	\$0.00	\$0.00
soin	423220851	06/28/17	G4230624-001	GSC Construction		CONDRA JOB	\$460.81	\$32.25	\$493.06	\$0.00	\$493.06
soin	423220858	06/28/17	G4230624-001	GSC Construction		greg	\$24.69	\$1.73	\$26.42	\$0.00	\$519.48
soin	423220883	06/29/17	G4230624-001	GSC Construction		candra	\$133.76	\$9.36	\$143.12	\$0.00	\$662.60
soin	423221158	07/05/17	G4230624-001	GSC Construction		sexton	\$13.59	\$0.95	\$14.54	\$0.00	\$677.14
CR	423026550	07/10/17	G4230624-001	GSC Construction		returns	-\$215.11	-\$15.06	-\$230.17	\$0.00	\$446.97
soin	423221411	07/10/17	G4230624-001	GSC Construction		office	\$526.54	\$36.86	\$563.40	\$0.00	\$1,010.37
soin	423221573	07/12/17	G4230624-001	GSC Construction		sexton	\$186.22	\$13.04	\$199.26	\$0.00	\$1,209.63
soin	423221574	07/12/17	G4230624-001	GSC Construction		sheetrock	\$147.00	\$10.29	\$157.29	\$0.00	\$1,366.92
CR	423026574	07/12/17	G4230624-001	GSC Construction		RETURNED MATERIAL	-\$529.65	-\$37.10	-\$566.75	\$0.00	\$800.17
soin	423221585	07/12/17	G4230624-001	GSC Construction		sexton	\$7.35	\$0.51	\$7.86	\$0.00	\$808.03
soin	423221659	07/13/17	G4230624-001	GSC Construction		y	\$56.53	\$3.95	\$60.48	\$0.00	\$868.51
CR	423026588	07/13/17	G4230624-001	GSC Construction		returns	-\$109.92	-\$7.70	-\$117.62	\$0.00	\$750.89
soin	423221724	07/14/17	G4230624-001	GSC Construction		drywall	\$388.50	\$27.20	\$415.70	\$0.00	\$1,166.59
soin	423221781	07/17/17	G4230624-001	GSC Construction		2x6x12	\$119.85	\$8.39	\$128.24	\$0.00	\$1,294.83
CR	423026613	07/17/17	G4230624-001	GSC Construction		returns	-\$70.96	-\$4.97	-\$75.93	\$0.00	\$1,218.90
soin	423221828	07/17/17	G4230624-001	GSC Construction		ttreated	\$61.53	\$4.31	\$65.84	\$0.00	\$1,284.74
soin	423221874	07/18/17	G4230624-002	Condra		Flooring	\$1,142.15	\$79.95	\$1,222.10	\$0.00	\$2,506.84
soin	423221884	07/18/17	G4230624-001	GSC Construction		Littlejon job	\$1,952.29	\$136.67	\$2,088.96	\$0.00	\$4,595.80
soin	423221937	07/19/17	G4230624-002	Condra		deck	\$3,624.28	\$253.69	\$3,877.97	\$0.00	\$8,473.77
soin	423221977	07/19/17	G4230624-002	Condra		Flooring	\$3,554.08	\$248.79	\$3,802.87	\$0.00	\$12,276.64

Balance Forward Spreadsheet

ID	Trans-no	Trans-date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Bal Fwd
soin	423222071	07/21/17	G4230624-002	Condra		roof	\$299.76	\$20.99	\$320.75	\$0.00	\$12,597.39
soin	423222208	07/25/17	G4230624-001	GSC Construction		SEXTON JOB1	\$298.34	\$20.88	\$319.22	\$0.00	\$12,916.61
CR	423026654	07/26/17	G4230624-002	Condra		RETURNED MATERIAL	-\$218.30	-\$15.28	-\$233.58	\$0.00	\$12,683.03
CR	423026656	07/26/17	G4230624-002	Condra		RETURNED MATERIAL	-\$46.14	-\$3.23	-\$49.37	\$0.00	\$12,633.66
CR	423026670	07/28/17	G4230624-001	GSC Construction		return	-\$82.51	-\$5.78	-\$88.29	\$0.00	\$12,545.37
soin	423222572	08/01/17	G4230624-001	GSC Construction		Moss	\$1,590.01	\$111.32	\$1,701.33	\$0.00	\$14,246.70
CR	423026737	08/04/17	G4230624-001	GSC Construction		sexton	-\$117.60	-\$8.23	-\$125.83	\$0.00	\$14,120.87
soin	423223150	08/14/17	G4230624-002	Condra		1x6x16	\$589.14	\$41.24	\$630.38	\$0.00	\$14,751.25
soin	423223175	08/14/17	G4230624-001	GSC Construction		PERSONAL ACCOUNT	\$99.99	\$7.00	\$106.99	\$0.00	\$14,858.24
memo	602430624	08/14/17	G4230624-001	GSC Construction	cash		\$0.00	\$0.00	-\$3,610.00	\$0.00	\$11,248.24
fcin	602237887	08/15/17	G4230624-002	Condra			\$0.00	\$0.00	\$134.11	\$0.00	\$11,382.35
soin	423223431	08/18/17	G4230624-001	GSC Construction		moss	\$23.16	\$1.62	\$24.78	\$0.00	\$11,407.13
soin	423223430	08/18/17	G4230624-001	GSC Construction		moss	\$75.00	\$5.25	\$80.25	\$0.00	\$11,487.38
soin	423223471	08/18/17	G4230624-001	GSC Construction		MOSS JOB	\$220.73	\$15.45	\$236.18	\$0.00	\$11,723.56
soin	423223979	08/30/17	G4230624-002	Condra		material	\$436.68	\$30.56	\$467.24	\$0.00	\$12,190.80
soin	423223980	08/30/17	G4230624-002	Condra		misc	\$32.37	\$2.27	\$34.64	\$0.00	\$12,225.44
CR	423026981	08/31/17	G4230624-001	GSC Construction		RETURNED MATERIAL	-\$307.57	-\$21.53	-\$329.10	\$0.00	\$11,896.34
soin	423224560	09/14/17	G4230624-002	Condra		2x10x16 mca	\$18.89	\$1.32	\$20.21	\$0.00	\$11,916.55
soin	418028868	09/15/17	G4230624-002	Condra		windows	\$1,578.98	\$110.52	\$1,689.50	\$0.00	\$13,606.05
fcin	602246002	09/15/17	G4230624-001	GSC Construction			\$0.00	\$0.00	\$25.34	\$0.00	\$13,631.39
fcin	602246003	09/15/17	G4230624-002	Condra			\$0.00	\$0.00	\$151.10	\$0.00	\$13,782.49
soin	423224978	09/21/17	G4230624-002	Condra		material	\$415.08	\$29.06	\$444.14	\$0.00	\$14,226.63
soin	423225066	09/25/17	G4230624-003	331 Tradewinds		lovelace	\$4,885.67	\$341.99	\$5,227.66	\$0.00	\$19,454.29
soin	423225083	09/25/17	G4230624-002	Condra		diablo blade	\$536.06	\$37.53	\$573.59	\$0.00	\$20,027.88
soin	423225169	09/26/17	G4230624-002	Condra		CONDRA JOB	\$245.88	\$17.21	\$263.09	\$0.00	\$20,290.97
fcin	602254398	10/15/17	G4230624-001	GSC Construction			\$0.00	\$0.00	\$25.34	\$0.00	\$20,316.31
fcin	602254399	10/15/17	G4230624-002	Condra			\$0.00	\$0.00	\$195.95	\$0.00	\$20,512.26
fcin	602254400	10/15/17	G4230624-003	331 Tradewinds			\$0.00	\$0.00	\$78.41	\$0.00	\$20,590.67
fcin	602262323	11/15/17	G4230624-001	GSC Construction			\$0.00	\$0.00	\$25.34	\$0.00	\$20,616.01
fcin	602262324	11/15/17	G4230624-002	Condra			\$0.00	\$0.00	\$195.95	\$0.00	\$20,811.96
fcin	602262325	11/15/17	G4230624-003	331 Tradewinds			\$0.00	\$0.00	\$78.41	\$0.00	\$20,890.37
ch	602486302	12/04/17	G4230624	GSC Construction	001035 check		\$0.00	\$0.00	-\$20,890.37	\$0.00	\$0.00
soin	423228894	12/13/17	G4230624-001	GSC Construction		misc	\$1,312.62	\$91.88	\$1,404.50	\$0.00	\$1,404.50
soin	423228968	12/14/17	G4230624-001	GSC Construction		misc	\$160.45	\$11.24	\$171.69	\$0.00	\$1,576.19
CR	423027671	12/14/17	G4230624-001	GSC Construction		misc	-\$18.18	-\$1.27	-\$19.45	\$0.00	\$1,556.74

Balance Forward Spreadsheet

ID	Trans-no	Trans-date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Bal Fwd
soin	423228973	12/14/17	G4230624-001	GSC Construction		material	\$18.24	\$1.28	\$19.52	\$0.00	\$1,576.26
soin	423228991	12/14/17	G4230624-001	GSC Construction		deck	\$1,160.32	\$81.22	\$1,241.54	\$0.00	\$2,817.80
soin	423229115	12/18/17	G4230624-001	GSC Construction		1	\$21.11	\$1.48	\$22.59	\$0.00	\$2,840.39
soin	423229141	12/18/17	G4230624-003	331 Tradewinds		SIDING	\$3,056.60	\$213.96	\$3,270.56	\$0.00	\$6,110.95
soin	423229191	12/19/17	G4230624-001	GSC Construction		loveless	\$195.35	\$13.68	\$209.03	\$0.00	\$6,319.98
soin	423229192	12/19/17	G4230624-001	GSC Construction		loveless	\$24.56	\$1.72	\$26.28	\$0.00	\$6,346.26
soin	423229266	12/21/17	G4230624-003	331 Tradewinds		loveless	\$36.63	\$2.57	\$39.20	\$0.00	\$6,385.46
CR	423027707	12/21/17	G4230624-001	GSC Construction		misc	-\$1,312.62	-\$91.88	-\$1,404.50	\$0.00	\$4,980.96
soin	423229268	12/21/17	G4230624-003	331 Tradewinds		FRAMING	\$1,312.62	\$91.88	\$1,404.50	\$0.00	\$6,385.46
soin	423229419	12/27/17	G4230624-001	GSC Construction		277 TRU RD	\$176.54	\$12.36	\$188.90	\$0.00	\$6,574.36
soin	423229574	01/02/18	G4230624-004	lockridge		lockridge	\$4,103.36	\$287.25	\$4,390.61	\$0.00	\$10,964.97
soin	423229675	01/03/18	G4230624-001	GSC Construction		LOVELACE	\$402.77	\$28.19	\$430.96	\$0.00	\$11,395.93
soin	423229731	01/05/18	G4230624-001	GSC Construction		lovelace	\$146.90	\$10.28	\$157.18	\$0.00	\$11,553.11
CR	423027781	01/05/18	G4230624-001	GSC Construction		lovelace/423229731	-\$65.00	-\$4.55	-\$69.55	\$0.00	\$11,483.56
soin	423229736	01/05/18	G4230624-001	GSC Construction		lovelace	\$83.20	\$5.82	\$89.02	\$0.00	\$11,572.58
soin	423229953	01/10/18	G4230624-004	lockridge		MIRATEC	\$1,349.70	\$94.48	\$1,444.18	\$0.00	\$13,016.76
soin	423229954	01/10/18	G4230624-004	lockridge		PICK UP	\$49.12	\$3.44	\$52.56	\$0.00	\$13,069.32
soin	423229971	01/10/18	G4230624-004	lockridge		MIRATEC	\$609.02	\$42.63	\$651.65	\$0.00	\$13,720.97
CR	423027822	01/10/18	G4230624-004	lockridge		MIRATEC	-\$559.90	-\$39.19	-\$599.09	\$0.00	\$13,121.88
CR	423027823	01/10/18	G4230624-004	lockridge		MIRATEC	-\$609.02	-\$42.63	-\$651.65	\$0.00	\$12,470.23
soin	423229985	01/11/18	G4230624-004	lockridge		MIRATEC	\$609.02	\$42.63	\$651.65	\$0.00	\$13,121.88
CR	423027840	01/11/18	G4230624-004	lockridge		RTN	-\$849.75	-\$59.49	-\$909.24	\$0.00	\$12,212.64
soin	423230080	01/12/18	G4230624-003	331 Tradewinds		greg	\$562.45	\$39.36	\$601.81	\$0.00	\$12,814.45
ch	602504719	01/15/18	G4230624	GSC Construction	001045 mobile		\$0.00	\$0.00	-\$5,665.12	\$0.00	\$7,149.33
soin	423230137	01/15/18	G4230624-001	GSC Construction		LOVELACE	\$175.28	\$12.27	\$187.55	\$0.00	\$7,336.88
CR	423027869	01/16/18	G4230624-003	331 Tradewinds		lovelace	-\$807.86	-\$56.54	-\$864.40	\$0.00	\$6,472.48
CR	423027870	01/16/18	G4230624-003	331 Tradewinds		loveless	-\$21.55	-\$1.51	-\$23.06	\$0.00	\$6,449.42
CR	423027871	01/16/18	G4230624-001	GSC Construction		Moss	-\$24.99	-\$1.75	-\$26.74	\$0.00	\$6,422.68
CR	423027872	01/16/18	G4230624-001	GSC Construction		loveless	-\$53.80	-\$3.77	-\$57.57	\$0.00	\$6,365.11
soin	423230325	01/22/18	G4230624-003	331 Tradewinds		LOVELACE JOB	\$24.72	\$1.73	\$26.45	\$0.00	\$6,391.56
soin	423230511	01/25/18	G4230624-003	331 Tradewinds		Lovelace1	\$119.00	\$8.33	\$127.33	\$0.00	\$6,518.89
soin	423230636	01/26/18	G4230624-001	GSC Construction		greg	\$249.60	\$17.47	\$267.07	\$0.00	\$6,785.96
soin	423231133	02/08/18	G4230624-001	GSC Construction		cedar	\$459.42	\$32.16	\$491.58	\$491.58	\$7,277.54
soin	423231135	02/08/18	G4230624-001	GSC Construction		cedar 2	\$459.42	\$32.16	\$491.58	\$491.58	\$7,769.12
soin	423231194	02/08/18	G4230624-003	331 Tradewinds		331 tradewinds	\$366.92	\$25.69	\$392.61	\$392.61	\$8,161.73

Balance Forward Spreadsheet

ID	Trans-no	Trans-date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Bal Fwd
soin	423231198	02/08/18	G4230624-003	331 Tradewinds		331	\$59.96	\$4.20	\$64.16	\$64.16	\$8,225.89
soin	423231358	02/13/18	G4230624-003	331 Tradewinds		331 tradewinds	\$24.98	\$1.75	\$26.73	\$26.73	\$8,252.62
soin	423231443	02/14/18	G4230624-003	331 Tradewinds		331 tradewinds	\$64.50	\$4.52	\$69.02	\$69.02	\$8,321.64
fcin	602285147	02/15/18	G4230624-001	GSC Construction			\$0.00	\$0.00	\$14.67	\$14.67	\$8,336.31
fcin	602285148	02/15/18	G4230624-004	lockridge			\$0.00	\$0.00	\$89.10	\$89.10	\$8,425.41
soin	423231992	02/27/18	G4230624-003	331 Tradewinds		LOVELACE	\$2,031.31	\$142.21	\$2,173.52	\$2,173.52	\$10,598.93
ch	602524374	02/27/18	G4230624	GSC Construction	00001015 mobile		\$0.00	\$0.00	-\$6,785.96	\$0.00	\$3,812.97
soin	423232536	03/13/18	G4230624-001	GSC Construction		RAYFIELD JOB	\$270.80	\$18.94	\$289.74	\$289.74	\$4,102.71
soin	423232592	03/13/18	G4230624-001	GSC Construction		OFFICE	\$295.62	\$20.69	\$316.31	\$316.31	\$4,419.02
soin	423232593	03/13/18	G4230624-001	GSC Construction		OFFICE	\$9.78	\$0.68	\$10.46	\$10.46	\$4,429.48
soin	423232624	03/14/18	G4230624-001	GSC Construction		personal	\$16.96	\$1.19	\$18.15	\$18.15	\$4,447.63
soin	423232625	03/14/18	G4230624-001	GSC Construction		personal	\$76.61	\$5.37	\$81.98	\$81.98	\$4,529.61
soin	423232630	03/14/18	G4230624-001	GSC Construction		personal	\$10.50	\$0.74	\$11.24	\$11.24	\$4,540.85
soin	423232629	03/14/18	G4230624-001	GSC Construction		PERSONAL1	\$10.50	\$0.74	\$11.24	\$11.24	\$4,552.09
fcin	602292028	03/15/18	G4230624-001	GSC Construction			\$0.00	\$0.00	\$14.75	\$14.75	\$4,566.84
fcin	602292029	03/15/18	G4230624-003	331 Tradewinds			\$0.00	\$0.00	\$40.89	\$40.89	\$4,607.73
soin	423232828	03/19/18	G4230624-005	RAYFIELD		RAYFIELD	\$145.72	\$11.66	\$157.38	\$157.38	\$4,765.11
soin	423232847	03/19/18	G4230624-005	RAYFIELD		RAYFIELD	\$176.00	\$14.08	\$190.08	\$190.08	\$4,955.19
soin	423232849	03/19/18	G4230624-005	RAYFIELD		RF	\$176.00	\$14.08	\$190.08	\$190.08	\$5,145.27
soin	423232981	03/21/18	G4230624-005	RAYFIELD		RAYFIELD	\$205.75	\$16.45	\$222.20	\$222.20	\$5,367.47
soin	423233011	03/22/18	G4230624-004	lockridge		TRIM	\$703.41	\$49.25	\$752.66	\$637.63	\$6,120.13
soin	423233015	03/22/18	G4230624-004	lockridge		LOCKRIDGE	\$140.50	\$9.84	\$150.34	\$150.34	\$6,270.47
CR	423028260	03/22/18	G4230624-004	lockridge		TRIM	-\$107.50	-\$7.53	-\$115.03	\$0.00	\$6,155.44
soin	423233110	03/23/18	G4230624-004	lockridge		lockridge	\$156.39	\$10.95	\$167.34	\$167.34	\$6,322.78
soin	423233146	03/26/18	G4230624-003	331 Tradewinds		TRADEWINDS	\$58.20	\$4.07	\$62.27	\$62.27	\$6,385.05
CR	423028268	03/26/18	G4230624-004	lockridge		RETURNED MATERIAL	-\$278.10	-\$19.47	-\$297.57	-\$297.57	\$6,087.48
soin	423233180	03/26/18	G4230624-004	lockridge		lockridge	\$93.38	\$6.54	\$99.92	\$99.92	\$6,187.40
soin	423233610	04/03/18	G4230624-004	lockridge		m	\$79.85	\$5.59	\$85.44	\$85.44	\$6,272.84
soin	423234023	04/11/18	G4230624-005	RAYFIELD		,ISC	\$209.03	\$16.73	\$225.76	\$225.76	\$6,498.60
soin	423234159	04/12/18	G4230624-003	331 Tradewinds		material	\$13.11	\$0.92	\$14.03	\$14.03	\$6,512.63
soin	423234176	04/12/18	G4230624-001	GSC Construction		LSR	\$555.34	\$38.88	\$594.22	\$594.22	\$7,106.85
soin	423234252	04/13/18	G4230624-001	GSC Construction		lsr	\$53.70	\$3.76	\$57.46	\$57.46	\$7,164.31
fcin	602298486	04/15/18	G4230624-005	RAYFIELD			\$0.00	\$0.00	\$11.40	\$11.40	\$7,175.71
fcin	602298483	04/15/18	G4230624-001	GSC Construction			\$0.00	\$0.00	\$3.04	\$3.04	\$7,178.75
fcin	602298484	04/15/18	G4230624-003	331 Tradewinds			\$0.00	\$0.00	\$41.82	\$41.82	\$7,220.57

Balance Forward Spreadsheet

ID	Trans-no	Trans-date	Cust-ID	SrchName	OrigDoc	Cust-po	Sale-amt	Tax-amt	Doc-amt	Bal-amt	Bal Fwd
fcin	602298485	04/15/18	G4230624-004	lockridge			\$0.00	\$0.00	\$11.36	\$11.36	\$7,231.93
soin	423234272	04/16/18	G4230624-001	GSC Construction		GSC	\$56.68	\$3.97	\$60.65	\$60.65	\$7,292.58
soin	423234288	04/16/18	G4230624-003	331 Tradewinds		331 tradewinds	\$206.00	\$14.42	\$220.42	\$220.42	\$7,513.00
soin	423234466	04/18/18	G4230624-005	RAYFIELD		RAYFIELD QUOTE 4/11	\$3,182.85	\$254.63	\$3,437.48	\$3,437.48	\$10,950.48
soin	423234491	04/18/18	G4230624-001	GSC Construction		LSR	\$153.44	\$10.74	\$164.18	\$164.18	\$11,114.66
CR	423028473	04/19/18	G4230624-001	GSC Construction		RETURNED MATERIAL	-\$390.30	-\$27.32	-\$417.62	-\$417.62	\$10,697.04
soin	423234616	04/20/18	G4230624-001	GSC Construction		lovelace	\$422.10	\$29.55	\$451.65	\$451.65	\$11,148.69
CR	423028478	04/20/18	G4230624-001	GSC Construction		RETURNED MATERIAL	-\$746.17	-\$52.23	-\$798.40	-\$798.40	\$10,350.29
soin	423234656	04/20/18	G4230624-001	GSC Construction		LSR	\$283.68	\$19.86	\$303.54	\$303.54	\$10,653.83
CR	423028485	04/20/18	G4230624-001	GSC Construction		LSR	-\$283.68	-\$19.86	-\$303.54	-\$303.54	\$10,350.29
soin	423234657	04/20/18	G4230624-001	GSC Construction		LSR	\$467.96	\$32.76	\$500.72	\$500.72	\$10,851.01
CR	423028491	04/23/18	G4230624-005	RAYFIELD		RETURNED MATERIAL	-\$73.00	-\$5.84	-\$78.84	-\$78.84	\$10,772.17
soin	423234854	04/26/18	G4230624-003	331 Tradewinds		331 TRADEWINDS	\$72.79	\$5.10	\$77.89	\$77.89	\$10,850.06
soin	423235371	05/04/18	G4230624-003	331 Tradewinds		331	\$171.04	\$11.97	\$183.01	\$183.01	\$11,033.07
soin	423235372	05/04/18	G4230624-003	331 Tradewinds		331	\$32.11	\$2.25	\$34.36	\$34.36	\$11,067.43
soin	423235576	05/09/18	G4230624-005	RAYFIELD		rayfield	\$222.40	\$17.79	\$240.19	\$240.19	\$11,307.62
soin	423235666	05/10/18	G4230624-001	GSC Construction		OFFICE	\$55.98	\$3.92	\$59.90	\$59.90	\$11,367.52
soin	423235704	05/10/18	G4230624-003	331 Tradewinds		331	\$11.00	\$0.77	\$11.77	\$11.77	\$11,379.29
soin	423235853	05/14/18	G4230624-005	RAYFIELD		RAYFIELD	\$464.85	\$37.19	\$502.04	\$502.04	\$11,881.33
soin	423235858	05/14/18	G4230624-005	RAYFIELD		rayfield job	\$31.96	\$2.56	\$34.52	\$34.52	\$11,915.85
fcin	602305370	05/15/18	G4230624-001	GSC Construction			\$0.00	\$0.00	\$35.03	\$35.03	\$11,950.88
fcin	602305371	05/15/18	G4230624-003	331 Tradewinds			\$0.00	\$0.00	\$46.51	\$46.51	\$11,997.39
fcin	602305372	05/15/18	G4230624-004	lockridge			\$0.00	\$0.00	\$12.65	\$12.65	\$12,010.04
fcin	602305373	05/15/18	G4230624-005	RAYFIELD			\$0.00	\$0.00	\$65.16	\$65.16	\$12,075.20
fcin	602312626	06/15/18	G4230624-001	GSC Construction			\$0.00	\$0.00	\$35.93	\$35.93	\$12,111.13
fcin	602312627	06/15/18	G4230624-003	331 Tradewinds			\$0.00	\$0.00	\$49.95	\$49.95	\$12,161.08
fcin	602312628	06/15/18	G4230624-004	lockridge			\$0.00	\$0.00	\$12.65	\$12.65	\$12,173.73
fcin	602312629	06/15/18	G4230624-005	RAYFIELD			\$0.00	\$0.00	\$76.81	\$76.81	\$12,250.54
ch	602650747	11/05/18	G4230624	GSC Construction	001124 check		\$0.00	\$0.00	-\$1,000.00	\$0.00	\$11,250.54
ch	602662651	11/26/18	G4230624	GSC Construction	001124 check		\$0.00	\$0.00	\$1,000.00	\$0.00	\$12,250.54

Virginia Beach General District Court



Civil Case Details

Virginia Beach General Dis

Case Information

Case Number : GV14046475-00

Filed Date : 12/22/2014

Case Type : Warrant In Debt

Debt Type : Contract

Plaintiff Information

Name	DBA/TA	Address	Judgment	Attorney
ABNB FEDERAL CREDIT UNION		NORTH BETHESDA, MD 20852	Plaintiff	SILVERMAN THEOLOGOU

Defendant Information

Name	DBA/TA	Address	Judgment	Attorney
FULLER, MIKKI ROLLINSON CHILDERS, GREGORY SCOTT		ROCK HILL, SC 29732	Plaintiff	NONE
		YORK, SC 29745	Plaintiff	NONE

Hearing Information

Date	Time	Result	Hearing Type	Courtroom
01/22/2015	08:30 AM	Default Judgment	Civil Hearing	AAA

Service/Process

Reports

Judgment Information

Judgment : Plaintiff

Costs : \$100.00

Attorney Fees : 704.23

Principal Amount : \$4,694.88

Other Amount :

Interest Award : 6.5 % FROM 012814

Possession :

Writ Issued Date :

Homestead Exemption Waived :

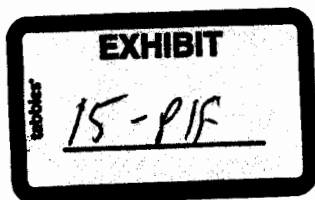
Is Judgment Satisfied :

Date Satisfaction Filed :

Other Awarded :

Further Case Information :

Garnishment Information



11/15/2018

GENERAL DISTRICT COURT ONLINE CASE INFORMATION SYSTEM

Appeal Information

**Appeal
Date :**

**Appealed
By :**

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Build #: 6.0.0.5

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APPALACHIAN SIGN & SEND FINANCING

NOTICE OF INTENT TO CANCEL		
DATE OF NOTICE	ACCOUNT NUMBER	PAYMENT NO.
06/15/17	~~GA-61101~~	4

IF ANY QUESTIONS, PLEASE CALL: (800)584-9969

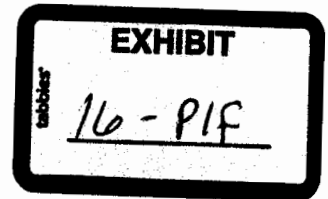
AMOUNT OF CURRENT PAYMENT	LATE CHARGE	PREVIOUS FEES NOT PAID	OTHER AMOUNTS	PLEASE PAY THIS AMOUNT
\$148.69	\$7.43	\$3.21	\$0.00	\$159.33

MB 02 003426 65510 H 14 A



INSURED
 GREGORY SCOTT CHILDERS
 PO BOX 12
 MC CONNELLS, SC 29726-0012

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Your payment is now due. If IPFS does not receive the amount due on or before 07/03/17 your financed insurance policies will be cancelled. (KINDLY DISREGARD THIS NOTICE IF YOU HAVE ALREADY MAILED YOUR PAYMENT) MAKE YOUR PAYMENT NOW TO KEEP YOUR INSURANCE IN FORCE. THIS IS THE ONLY NOTICE YOU WILL RECEIVE BEFORE CANCELLATION IS MADE.

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 PO BOX 12
 MC CONNELLS, SC 29726-0012

For any overnight, priority, or other special delivery, send to:
 1055 BROADWAY
 11TH FLOOR
 KANSAS CITY, MO 64105
 Questions? Call (800)584-9969

Make online payments or view account information at www.ipfs.com.
 Please use access code L99J3PZT to register (first time users).

INTENT (07/18) Copyright 2016 IPFS Corporation

PAYMENT COUPON		
PAYMENT NO.	ACCOUNT NUMBER	DUE DATE
4	~~GA-61101~~	06/10/17

PAYMENT DUE : \$148.69
 LATE FEE : \$7.43
 OTHER FEES DUE : \$3.21
 OTHER AMOUNTS DUE : \$0.00

MAKE CHECK PAYABLE AND REMIT TO:

IPFS CORPORATION
P.O. Box 730223
Dallas, TX 75373-0223

IF RECEIVED AFTER 06/15/17
 PLEASE PAY THIS AMOUNT

\$159.33

GA06111019 00000159331

IPFS CORPORATION
(IPFS)

SCHEDULE A

NOTICE OF INTENT TO CANCEL

REFER TO THIS
ACCOUNT NO. IN ALL
CORRESPONDENCE

ACCOUNT NUMBER

~~XXXXXX~~

INSURED
GREGORY SCOTT CHILDERS
PO BOX 12
MC CONNELLS, SC 29726-0012

AGENT
WATSON INSURANCE AGENCY
BUTLER, DIANCE
PO BOX 879
GASTONIA, NC 28053-0879

SCHEDULE OF POLICIES

POLICY PREFIX AND NUMBER	EFFECTIVE DATE	FULL NAME OF INSURER AND GENERAL AGENT OTHER THAN SUBMITTING PRODUCER TO WHOM COPY OF THIS NOTICE WAS SENT	COVERAGE	POLICY TERM IN MONTHS COVERED BY PREM	PREMIUM FINANCED
			FIRE, AUTO MAR, L.M., CAS		
BAK-23272-1	02/10/17	SENECA INSURANCE COMPANY INC APPALACHIAN UNDERWRITERS, INC	GL	12	\$768.00
			FEES		\$205.08
BAK-23272-1	05/08/17	SENECA INSURANCE COMPANY INC APPALACHIAN UNDERWRITERS, INC	GL	9	\$936.00
			TAXES		\$56.16

003426 2/3

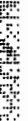
NOTICE OF INTENT TO CANCEL

DATE OF NOTICE	ACCOUNT NUMBER	PAYMENT NO.
06/15/17	~~GAA-9110X~~ XXXXXX	4

FOR SOUTH CAROLINA ONLY

NOTICE:

WE WILL REQUEST CANCELLATION OF THE POLICIES, PURSUANT TO THE POWER OF ATTORNEY EXECUTED BY YOU, UNLESS WE RECEIVE FULL PAYMENT OF THE AMOUNT DUE WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE. THE LAW REQUIRES THAT IF YOUR AUTOMOBILE LIABILITY INSURANCE IS TERMINATED, YOU MUST IMMEDIATELY REPLACE IT WITH ANOTHER POLICY IF THE AUTOMOBILE CONTINUES TO BE LICENSED.



003426 3/3

Service Address
800 ASHWOOD PARKWAY
SUITE 370
ATLANTA, GA 30338
(877)513-9487 FAX: (770)225-2866
CUSTOMER SERVICE: (800)584-9959

PREMIUM FINANCE AGREEMENT

INTRUST BANK, N.A.
PO BOX 413926
KANSAS CITY, MO 64141
(877)513-9487 FAX: (770)225-2866

A CASH PRICE \$992.16
(TOTAL PREMIUMS)
B CASH DOWN \$446.47
PAYMENT
C PRINCIPAL BALANCE \$545.69
(A MINUS B)

AGENT
(Name & Place of business)
WATSON INSURANCE AGENCY
BUTLER, DIANE
PO BOX 679
GASTON, NC 28053-0879
(704)865-2584 FAX

INSURED
(Name & Residence or business)
GREGORY SCOTT CHILDERS
PO BOX 12
MC CONNELLS, SC 29726-0012

Commercial

Account #: _____

LOAN DISCLOSURE

AP Quote Number: 6146687 (Acct: **XXXX**)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	AMOUNT FINANCED	TOTAL OF PAYMENTS
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
24.450%	\$45.39	\$545.69	\$591.08

YOUR PAYMENT SCHEDULE WILL BE

Number Of Payments	Amount Of Payments
7	\$84.44

When Payments Are Due
Beginning:

MONTHLY
06/10/2017

ITEMIZATION OF THE AMOUNT FINANCED: THE AMOUNT FINANCED IS FOR APPLICATION TO THE PREMIUMS SET FORTH IN THE SCHEDULE OF POLICIES UNLESS OTHERWISE NOTED.

Security: Refer to paragraph 1 below for a description of the collateral assigned to Lender to secure this loan.

Late Charges: A late charge will be imposed on any installment in default 5 days or more. This late charge will be 5.00% of the installment due.

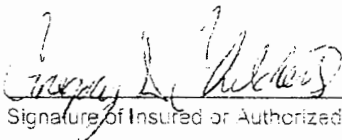
Prepayment: If you pay your account off early, you may be entitled to a refund of a portion of the finance charge in accordance with Rule of 78's or as otherwise allowed by law. The finance charge includes a predetermined interest rate plus a non-refundable service origination fee of \$20.00. See the terms below and on the next page for additional information about nonpayment, default, and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	MINIMUM EARNED PERCENT	POL TERM	PREMIUM
DAK-23272-1	05/09/2017	SENECA INSURANCE COMPANY INC APPALACHIAN UNDERWRITERS, INC	GENERAL LIABILITY	0.000%	S	936.00 Tax: 56.16
				Broker Fee:		\$0.00
				TOTAL:		\$992.16

The undersigned insured directs INTRUST BANK, N.A. (herein, "Lender") to pay the premiums on the policies described on the Schedule of Policies. In consideration of such premium payments, subject to the provisions set forth herein, the insured agrees to pay Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as "Total of Payments" in accordance with the Payment Schedule, in each case as shown in the above Loan Disclosure. The named insured(s) on a joint and several basis if more than one, hereby agree to the following provisions set forth on pages 1 and 2 of this Agreement. **1. SECURITY:** To secure payment of all amounts due under this Agreement, insured assigns Lender a security interest in all right, title and interest to the scheduled policies, including (but not to the extent permitted by applicable law) (a) all money that is or may be due insured because of a loss under any such policy that reduces the unearned premiums (subject to the interest of any applicable mortgagee or loss payee), (b) any unearned premium under each such policy, (c) dividends which may become due insured in connection with any such policy, and (d) interests arising under a state guarantee fund. **2. POWER OF ATTORNEY:** Insured irrevocably appoints its Lender attorney-in-fact with full power of substitution and full authority upon default to cancel all policies above identified, receive all sums assigned to its Lender or in which it has granted Lender a security interest and to execute and deliver on behalf of the insured documents, instruments, forms and notices relating to the listed insurance policies in furtherance of this Agreement.

NOTICE: A. Do not sign this agreement before you read it or if it contains any blank space. B. You are entitled to a completely filled in copy of this agreement. C. Under the law, you have the right to pay in advance the full amount due and under certain conditions to obtain a partial refund of the finance charge. D. Keep your copy of this agreement to protect your legal rights.

The undersigned hereby warrants and agrees to Agent's Representations set forth herein.


Signature of Insured or Authorized Agent

5-19-17
DATE

Signature of Agent

DATE

GSC Construction INC**Greg Childers**

PO Box 12

McConnells, SC 29726

(803) 818-4489

ESTIMATE**INVOICE # 090617****INVOICE DATE: SEPT 06, 2017****TO:****EVELYN MOSER**~~550 SIMPSON RD~~**MCCONNELLS, SC 29726****JOB LOCATION:**~~550 SIMPSON RD X~~**MCCONNELLS, SC 29726****EXHIBIT**tabbies
17 PIF'S

Date	Invoice #	Reference	Due Date	TERMS
09/06/2017	090617	Steve Childers	9/07/2017	Upon receipt

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Remove existing porch columns and rail system		
	Install 6x6 Porch Columns with PVC Sleeve & PVC Rail System		
	Install 6" gutters with 5 Downspouts		
	Install 5-40 gal Rain Barrels		
	Total Materials Cost		\$3,614.00
	Total Labor Cost		\$3,500.00
	Property location: ~~550 Simpson Rd~~ McConnells SC 29726 XXXXXXXX		
	SUBTOTAL		\$7,114.00
	TOTAL DUE		\$7,114.00

Make all checks payable to: **Gregory S Childers**If you have any questions concerning this invoice, contact: **Greg Childers (803) 818-4489****Thank you for your business!**

GSC Construction Inc.
Greg Childers
 PO Box 12
 McConnells, SC 29726
 (803) 818-4489

PROPOSAL

PROPOSAL # 08012017

PROPOSAL DATE: AUGUST 08 2017

TO:
GENE MOSS
~~1623 PEACHTREE ST~~
HICKORY GROVE SC 29717

JOB LOCATION:
GENE MOSS
~~1623 PEACHTREE ST~~
HICKORY GROVE SC 29717

Date	PROPOSAL #	Reference	Due Date	TERMS
08/01/2017	08012017	John Childers	Upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Remove Existing Porch On Front Of House Remove vinyl Siding On Front Of House And Front Gable Frame 28x8 Front Porch Roof/with 6x6x8 Treated Columns Install 3 Tab Shingles To New Structure Install Bead Board To Front Porch Ceiling Install Rock Veneer To Front Of House And Front Gable Clean Up And Remove All Debris From Jobsite		\$9,750.00
	SUBTOTAL		\$9,750.00
	TOTAL DUE		\$9,750.00

Make all checks payable to: **GSC Construction Inc.**
 If you have any questions concerning this proposal contact: **Greg Childers (803) 818-4489**
Thank you for your business!

GSC Construction
Greg Childers
 PO Box 12
 McConnells, SC 29726
 (803) 818-4489

PROPOSAL

PROPOSAL # 06022017

PROPOSAL DATE: JUNE 2, 2017

TO: MELBA SEXTON

~~3439 AUTUMN LAKE DR~~
 ROCK HILL SC 29730

JOB LOCATION:

~~3439 AUTUMN LAKE DR~~
 ROCK HILL, SC 29730

Date	PROPOSAL #	Reference	Due Date	TERMS
06/02/2017	06022017	John Childers	06/16/2017	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	8' x 8' Deck with Picket Rail System	600.00	600.00
1	3/0 Entry Door	179.00	179.00
1	Labor For Deck, Rail, Steps, Door Installation		432.00
	5% for Overhead Costs		60.55
SUBTOTAL			\$1271.55
TOTAL DUE			\$1271.55

Make all checks payable to: **GSC Construction**
 If you have any questions concerning this proposal contact: **Greg Childers (803) 818-4489**
Thank you for your business!

GSC Construction
Greg Childers
 PO Box 12
 McConnells, SC 29726
 (803) 818-4489

PROPOSAL

PROPOSAL # 05082017

PROPOSAL DATE: MAY 8 2017

TO: MELBA SEXTON
~~X439 AUTUMN LAKE DR~~
ROCK HILL, SC 29730

JOB LOCATION:
~~X439 AUTUMN LAKE DR~~
ROCK HILL SC 29730

Date	PROPOSAL #	Reference		Due Date	TERMS
05/08/2017	05082017	John Childers		06/05/2017	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	24' X 14' Room Addition Work to Include all but not limited to the Following: Site Preparation Grading/Foundation work Framing: house wrap window installation shingle Installation Vinyl siding W/metal trim finish on Boxing & Vented Soffit Electrical: floor outlets, ceiling fans, additional service to breaker box Insulation: Floor Ceiling Walls Drywall Hang & Finish Interior Trim to include door installation base board window trim Painting: Wall ceiling Trim Property location: ~~3439 Autumn Lake Dr, Rock Hill SC 29730~~		\$25,000.00
	SUBTOTAL		\$25,000.00
	TOTAL DUE		\$25,000.00

Make all checks payable to: **GSC Construction**
 If you have any questions concerning this proposal contact: **Greg Childers (803) 818-4489**
Thank you for your business!

GSC Construction
Greg Childers
 277 True Rd
 McConnells, SC 29726
 (803) 818-4489

INVOICE

INVOICE #

INVOICE DATE:

TO: CHERYL WOOD
~~250 FERNDALE RD~~
MCCONNELLS SC 29726

SHIP TO:
~~Dunkley Farm Rd~~
~~York SC 29745~~

Due Date	P.O. NUMBER	REQUISITIONER	SHIPPED	F.O.B.	TERMS
					Upon Invoice

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Floor Repair		\$900.00
	Property located at:		
SUBTOTAL			\$900.00
SALES TAX			
SHIPPING & HANDLING			
TOTAL DUE			\$900.00

Make all checks payable to: **Greg Childers**
 If you have any questions concerning this invoice, contact: Greg Childers (803) 818-4489
Thank you for your business!

GSC Construction INC
Greg Childers
PO Box 12
McConnells, SC 29726
(803) 818-4489

INVOICE

INVOICE # 09222017

INVOICE DATE: SEPTEMBER 22, 2017

TO:
KELLY LOVLACE
~~331 TRADEWINDS LANE~~
YORK, SC 29745

JOB LOCATION:
KELLY LOVLACE
~~331 TRADEWINDS LANE~~
YORK, SC 29745

Date	Invoice #	Reference		Due Date	TERMS
09/22/2017	09222017	Evelyn Moser		Upon receipt	

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
	Remove al vinyl Boxing/Fascia from Home Remove All Vinyl Siding From Home Install Boxing And Fascia To Home (Mirtec 1x6) Hardie Soffit Install Allure Hardie Siding To Home Remove Existing Covered Porch Windows and Doors Install New Window & Doors To Covered Porch Install Bead Board Ceiling To Front And Back Porch Install New 6x6 Columns To Front Porch Remove Existing Gutter And Reinstall Existing Gutter W/New Leaf Guard System Stain Front & Back Porch Ceiling per Customer Color Choice Property location: ~~331 Tradewinds Lane~~ York SC 29745		\$24,583.00
	SUBTOTAL		\$24,583.00
	TOTAL DUE		\$24,583.00

Make all checks payable to: **GSC Construction**
If you have any questions concerning this invoice, contact: **Greg Childers (803) 818-4489**
Thank you for your business!

Construction Contract

This agreement is made on the date written above our signatures between

Contractor's Name: Gregory S. Childers dba GSC Construction.(Contractor)

and Owner's Name: Melba Sexton (Owner).

Notice Required by South Carolina Code Annotated Section 15-48-10:

THIS CONTRACT IS SUBJECT TO ARBITRATION

Contractor

Contractor's Name: Gregory S. Childers, GSC Construction

Address: P.O. Box # 12

Address: _____

City: McConnells, State: SC Zip: 29726

Work Phone Number: (803) 818-4489

Cell Phone Number: (803) 508-3201

Fax Number: _____

Email Address: gsconstruction2017@gmail.com

License Number: N/A

Contractor's Name: Greg Childers will be referred to as Contractor throughout this agreement.

Owner

Owner's Name: Melba Sexton

Address: ~~3437 Autumn Lake Drive~~

Address: _____

City: Rock Hill, State: SC Zip: 29730

Day Phone Number: (803) 370-8437

Cell Phone Number: (Same)

Fax Number: _____

Email Address: _____

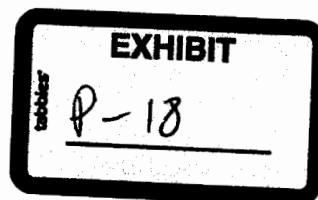
Owner's Name: Melba Sexton will be referred to as Owner throughout this agreement.

The Construction Site

Address: ~~3437 Autumn Lake Drive~~

Address: _____

City: Rock Hill, South Carolina Zip: 29730



I. Project Description

A. For a price identified below, Contractor agrees to complete home improvements (identified as the Project in this agreement) for Owner.

II. Contract Price

A. In addition to any other charges specified in this agreement, Owner agrees to pay Contractor \$ 25,000.00 for completing the Work described as the Project.

III. Allowances

A. This Contract Price includes an allowance for an item to be selected later by Owner.

1. \$ 1,500.00 for Heating / Air Wall Unit.

Installation will be by Contractor at a cost included in the Contract Price.

The allowance price covers the cost of:

Materials

Taxes

Delivery

Handling on the Job Site

IV. Scheduled Start of Construction

A. Work under this agreement will begin within 5 Calendar Days after the following contingencies have been met.

1. Complete Plans and Specifications have been approved and initialed by both Owner and Contractor.
2. Owner has obtained a construction loan or other financing acceptable to Contractor.
3. Owner has obtained all architectural approvals from subdivision or neighborhood authorities.
4. All appropriate building permits have been issued.

V. Scheduled Completion of Construction

A. Work under this agreement will be Substantially Complete within 63 Calendar Days after the date construction begins.

VI. Documents Incorporated

A. This agreement incorporates by reference certain disclosures and notices required by federal and state law. The following documents are incorporated as though included in full as part of this agreement.

Thermal Insulation Disclosure

Notice of Right to Cancel under Regulation Z (in quadruplicate)

B. This agreement incorporates by reference certain documents which define and describe the Work to be done. The following documents are incorporated as though included in full as part of this agreement.

1. Plans

Plans dated / /

Consisting of 5 sheet(s)

Prepared by Ben Childers

Last changed on / /

And further identified as _____

2. Specifications

Specifications dated ____/____/____

Consisting of ____ sheet(s)

Prepared by _____

Last changed on ____/____/____

And further identified as _____

3. Proposal (Estimate or Bid)

Proposal (Estimate or Bid) dated ____/____/____

Consisting of 1 sheet(s)

For the amount of \$ 25,000.00

Entitled _____

And further identified as Job Proposal

Reference to Contractor's proposal dated ____/____/____ is for convenience only. Other Contract Documents identify the Work to be completed under this agreement.

VII. Ownership of Plans

A. Plans, Drawings, Specifications and copies prepared for use in construction under this agreement are the property of Contractor. Contractor retains all common Law and statutory rights to these Plans, Drawings and Specifications. Owner agrees that these documents will not be used on any other project and, with the exception of one record set to be retained by Owner, will be returned to Contractor on request.

VIII. Scope of Work

A. Contractor shall supervise and direct the Work and accepts responsibility for construction means, methods, techniques, sequences and procedures required to complete the Project in compliance with the Contract Documents.

IX. Cutting and Patching

A. The color, texture and planes between existing and new materials might not match exactly. Contractor will use due diligence to create the best match possible. Owner acknowledges that patched surfaces may be detectable when construction is complete.

X. Compliance with Law

A. Contractor and Owner mutually commit to use reasonable care to meet the Requirements of state, federal and local Law when discharging their responsibilities under this agreement.

B. If Law enacted after the Contract Date changes the Scope of Work under this agreement, Contractor and Owner will execute a Change Order adjusting the Contract Price and Contract Time to accommodate the change in the Scope of Work.

XI. Permits and Fees

A. Contractor shall secure all permits, licenses and renewals required by government authority to complete construction of the Project. If permits are required for Subcontracted Work, Subcontractors will secure those permits. Owner shall assist Contractor in responding to requests for information from the permit-issuing authority. Contractor shall provide Owner a copy of each permit, license and renewal issued by government authority for the Project.

B. Contractor will pay the building permit fee, Plan check fee, business license fees for Contractor

and Subcontractors, and charges levied by government for testing, Inspection and Re-Inspection of the Project.

XII. Taxes

A. Except as provided otherwise in this agreement, Contractor shall pay all federal, state, county, and municipal sales, use, consumer, gross receipts, and excise taxes which are levied or become payable as a result of completing the Work. Owner will pay all tax on materials furnished by Owner and all property taxes levied on the land which comprises the Job Site.

XIII. Owner's Responsibilities

A. Owner affirms that Owner has the right to enter into this agreement and has the right to contract for construction of the Project on the Job Site. Owner shall pay all taxes and assessments due on the Job Site during the period of construction and shall take all reasonable actions required to protect marketable title to the Job Site.

B. On request of Contractor, Owner shall provide clear and convincing evidence that Owner has access to funds committed to payment of the unpaid balance of the Contract Price. Owner shall inform Contractor of any significant change in the availability of funds committed to make payments required under the Contract Documents. Failure of Owner to comply with the terms of this paragraph shall relieve Contractor of the obligation to begin or continue the Work.

C. Owner will not interfere with or permit others to interfere with, stop, hinder, or delay completion of the Work by Contractor or Subcontractors except as provided under this agreement.

D. On written request from Contractor, Owner shall identify (1) The legal description of the property being improved, (2) Whether there is a Surety Bond in effect on the improvement Project and, if so, the name and last known address of the Surety and a copy of the Bond, and (3) Whether there are any prior recorded liens or security interests on the real property being improved and, if so, the name and address of the person having the lien or security interest.

XIV. Construction by Others

A. Owner shall neither hire nor retain Separate Contractors, Subcontractors, employees or agents of Owner to perform Work on the Job Site while Work is being done under this agreement by Contractor.

XV. Representations by Contractor

A. Owner has reported to Contractor all conditions known to Owner which may not be apparent to Contractor and which might significantly increase cost of the Work or delay completion. These concealed conditions include, but are not limited to, hazards on the Job Site, unsuitable soil conditions, prior Defective Work of others, latent Defects in the Plans or Specifications, earlier attempts to do Similar or related Work, and obligations imposed by government.

XVI. Disclaimer by Owner, Reliance by Contractor

A. Owner has provided Contractor with information on subsurface or concealed conditions at the Job Site. Except to the extent that Contractor knows this information to be false, Contractor is entitled to rely on the accuracy of this information.

XVII. Discrepancy Between Plans and Field Conditions

A. If any concealed structure, water, power, waste, drain or gas line is uncovered or revealed during construction which is not as indicated in the Contract Documents or is inconsistent with information provided by Owner, Contractor shall promptly, and before any such structure or line is disturbed or

damaged (except in an Emergency), notify Owner. Contractor shall submit a Claim for a Change Order which covers the additional cost incurred as a result of such structure, water, power, waste, drain, or gas line uncovered or revealed during construction.

XVIII. Differing Site Conditions

A. Contractor shall promptly, and before the conditions are disturbed, give a written notice to Owner on encountering unforeseeable conditions adversely affecting the Work. Owner shall investigate the site conditions promptly after receiving notice. If the conditions cause an increase in cost to Contractor or the time required for performing any part of the Work and were not reasonably foreseeable by an experienced Contractor, an equitable adjustment shall be made under this clause and the contract modified in writing accordingly.

B. If concealed or unanticipated conditions require a change in the Plans or Specifications, Owner will issue a Change Order modifying the Contract Documents, Contract Price and Contract Completion Date, if any.

C. Anything in this contract notwithstanding, Contractor is entitled to rely on express or implied representations concerning site conditions made by Owner and those employed by Owner regardless of whether those representations are made in Contract Documents or otherwise.

XIX. Payment Plan

A. Owner will pay to Contractor the Contract Price in installments consisting of an initial payment, progress payments, and a final payment on completion of the Work.

XX. Initial Payment

A. Upon signing Contract, Owner shall pay to Contractor \$ 12,500.00.

B. The initial payment is refundable to Owner, less actual cost to Contractor, if Owner is not able to obtain a commitment for construction financing in an amount adequate to complete the Work.

XXI. Progress Payments

A. Schedule of Progress Payments

1. Progress payments are due as each phase of the Work is completed.

a) Amount due when Job Phase 1 is complete: \$ 6,250.00
Job Phase 1 is complete when _____.

b) Amount due when Job Phase 2 is complete: \$ N/A
Job Phase 2 is complete when _____.

c) Amount due when Job Phase 3 is complete: \$ N/A
Job Phase 3 is complete when _____.

d) Amount due when Job Phase 4 is complete: \$ 6,250.00
Final Phase is complete when all inspections have passed and Homeowner is satisfied with completed

B. ^{work}Processing of Progress Payments

1. No less than 2 calendar days before each progress payment is due under the terms of this contract, Contractor shall provide Owner with an application for payment (invoice) in a form which complies with generally accepted trade practice.

2. Except as provided otherwise in this agreement, Owner shall pay the amount due within 2

calendar days after approval of any application for initial, progress or final payment.

XXII. Contract Allowances

- A. The Contract Price includes the sum of all contract allowance items identified in this agreement. The price listed for each contract allowance item is a preliminary estimate made before actual selection by Owner of the item to be installed. Contractor makes no representation that purchase and Installation of any contract allowance item can be performed for the contract allowance price. Cost to Owner for any contract allowance item may be more or less than the contract allowance price.
- B. If the cost to Contractor for a contract allowance item is more or less than the allowance price, the Contract Price shall be adjusted for the difference by a Change Order.
- C. Selection by Owner of contract allowance items shall be submitted in writing to Contractor. At the request of Contractor, Owner shall verify selection of each contract allowance item with the Material Supplier and provide Contractor with confirmation that the order is correct.
- D. If selection of any contract allowance item by Owner delays the Work, the Contract Completion Date shall be extended by the equivalent of the delay and Contractor shall be entitled to recover for the cost of delay, including liquidated damages, shutdown or startup expense, lost profits, or consequential damages.

XXIII. Interest

- A. Payments due and not paid under the Contract Documents shall bear interest from the date payment is due at an annual rate of 10 percent.
- B. When payment is withheld pending settlement of a bona fide dispute on the quantity, quality, or timeliness of the Work, interest shall accrue only on the amount ultimately paid.
- C. Payment of interest does not abrogate or replace any other rights Contractor may have under this agreement.
- D. Any interest which remains unpaid at the end of any 30-Calendar Day period shall be added to the principal amount due and thereafter shall accrue interest at the same rate as the principal.

XXIV. Liens and Waivers

- A. Within 7 Calendar Days after receipt of funds from Owner for Work done by a Subcontractor or materials provided by a Material Supplier, Contractor will either (1) Pay for that Work and those materials, or (2) Notify the Subcontractor or Material Supplier, in writing, of the intention to withhold all or some portion of the payment due and explain why payment is being withheld.

XXV. Waivers of Lien

- A. With each application for payment, Contractor shall provide to Owner (1) Conditional waivers of lien from Contractor, from each Material Supplier, and from each Subcontractor to the Project confirming payment for all Work and materials covered by the application, and (2) Certification from each Material Supplier and Subcontractor covered in a prior application for payment that previous conditional waivers of lien have become unconditional. Waivers of liens shall be in a form satisfactory to Owner, title insurer, and lenders. Contractor shall furnish any supplemental waivers of lien as may be reasonably required by Owner, title insurer, or lenders. Conditional waivers of lien become unconditional on receipt of the payment which is requested.

XXVI. Final Payment

- A. Contractor will submit an application for final payment to Owner when the Work has been

completed in compliance with the Contract Documents. If Owner agrees that Work has been completed, payment is due Contractor for the entire unpaid balance of the contract amount (including any Retainage).

B. Making of final payment constitutes waiver of all Claims by Owner against Contractor except those Claims previously made in writing and delivered to Contractor and those obligations otherwise provided by this agreement or by operation of Law.

C. The acceptance of final payment by Contractor shall constitute a release by Contractor of known Claims against Owner arising out of this contract except those Claims which (1) Have been made in writing and identified by Contractor as not having been settled at that time, or (2) Are based on fraud or misconduct by Owner.

D. Owner will notify Contractor of the date when notice of Final Completion is recorded.

E. If completion of the Work is delayed unreasonably at no fault of Contractor, Contractor shall be entitled to final payment for all Work completed (including Retainage) without prejudice to the right of Contractor to complete the Project at a later date and without prejudice to the right of Owner to make Claims against Contractor for Defects in Work completed.

XXVII.Changes in the Work

A. Except as provided elsewhere in this agreement, no change to this contract (including modification, clarification, interpretation or correction of the Plans or Specifications) shall be made without mutual agreement and a written Change Order signed by Contractor and Owner identifying the change, the cost of the change, and the effect on Project schedule, if any.

B. Any change in Plans, Specifications or Contract Documents necessary to conform to existing or future Laws, codes, ordinances or regulations shall be considered Extra Work.

C. The price adjustment for Extra Work or reduced Work required by a Change Order shall be the difference in cost to Contractor for material, labor (including actual medical, pension and vacation expense), Subcontract expense, equipment cost, supervision, taxes, insurance and overhead plus a reasonable profit. Profit and overhead (including Job Site overhead, off-site overhead and overhead caused by delay) shall be 25 percent of the cost of Work performed by crews of Contractor and 15 percent for Work performed by any Subcontractor. No deduction for overhead and profit shall be made on a Change Order which results in a net credit to Owner.

D. Contractor is authorized to make minor changes in the Work which are in the interest of Owner, do not materially alter the quality or performance of the Work, and do not affect the cost or time of performance, and comply with applicable Laws, codes, ordinances and regulations. Contractor will inform Owner of each minor change made in the Work.

E. Other clauses in this agreement notwithstanding, there will be no reduction in the value of the Work without a written Change Order.

XXVIII.Defective Work

A. General Requirements

1. On written notice from Owner, Contractor shall promptly remove from the Job Site all Work or materials not in compliance with the Contract Documents, whether or not such rejected Work or materials are incorporated in the Project. Contractor shall promptly repair or replace such rejected Work or materials at no cost to Owner.

B. Rejected Work - Contractor's Rights

1. If Contractor disagrees with a decision on rejection of Work or materials, Contractor is entitled to an expedited resolution of the issue under the provisions of this agreement which cover dispute resolution. Pending resolution of this dispute, the obligation of Contractor to make correction is suspended. The Contract Time, if any, is extended for the period the dispute remains unresolved.
2. Owner acknowledges and agrees that it may be inappropriate or unreasonably expensive to replace, refabricate or refinish building components with minor Defects or which are damaged slightly due to wear and tear commonly associated with the construction process. Contractor may, at the sole discretion of Contractor, (1) Correct minor Defects using procedures commonly accepted as good construction practice, or (2) Conclude that a cosmetic Defect is acceptable under good construction practice and take no corrective action.

XXIX. Call-Backs

- A. On written notice from Owner within 30 Calendar Days after Substantial Completion (the call-back period), Contractor shall promptly repair or replace any portion of the Work which becomes Defective due to faulty materials or workmanship.
- B. The obligation of Contractor to repair or replace Defects due to faulty materials or workmanship during the call-back period is in addition to and does not limit any other remedy Owner may have under the Contract Documents, Law, or any warranty provided by Contractor or others. This call-back remedy does not limit the liability of Contractor for Defective Work or limit the time within which proceedings may be commenced to enforce rights and obligations under this agreement.
- C. Failure of Owner to give notice of a Defect within the call-back period constitutes a waiver of rights to repair or replacement of that Defect.

XXX. Warranty

Contractor warrants that the Work shall be free of Defects due to faulty material or workmanship for the period specified in this agreement.

A. General Requirements

1. Except as otherwise provided in this agreement, the warranty period shall begin from the date of Substantial Completion.
2. Work done by Contractor in compliance with warranty provisions of this agreement does not extend the period of the warranty.
3. Contractor shall deliver to Owner all warranties provided by vendors and manufacturers of materials and equipment used to complete the Project. Contractor shall have no obligation under warranties provided by others except to render any assistance that Owner may require in enforcing the terms of those warranties.
4. Except as provided in this agreement, and to the extent permitted by Law, Contractor disclaims all warranties, whether express or implied, whether of fitness for purpose, merchantability, habitability or workmanlike completion.
5. Failure of Owner to give notice of a breach of warranty within the warranty period constitutes a waiver of the right to repair or replacement by Contractor.
6. To make a warranty Claim under this agreement, Owner must send a clear and specific written complaint to Contractor at the following address within 60 calendar days of discovering Defects, unless

otherwise specified in the list of items covered under this warranty. Contractor shall make repairs, replacements and corrections promptly and at no expense to Owner.

Contractor's Name: Gregory Childers dba GSC Construction

Address: P.O. Box # 12

Address: _____

City: McConnells, State: SC Zip: 29726

7. Upon receipt of written notification, Contractor must notify Owner within 30 Calendar Days of a disputed Claim. Contractor and Owner agree to a dispute resolution process as specified in the Contract Documents. Under the Magnuson-Moss Warranty Act and under this warranty, suit may not be filed against Contractor until the Claim has been submitted for informal dispute settlement and a decision has been reached, or a waiting period of 40 Calendar Days has been exceeded for a decision, following the submission of a request for warranty repair, whichever comes first. State or federal Laws may permit filing a suit without the waiting period, despite the terms of this agreement.

8. Owner must provide Contractor with reasonable access during the Work Day to perform obligations created by this warranty. If Owner fails to provide access, Contractor is relieved of the obligation to make repairs for which access has been denied.

9. Upon repair or replacement of the Defect, Owner must sign and deliver to Contractor a full release of all legal obligations with respect to the Defect.

B. Exclusions from Warranty

1. The warranty provided by this contract does not cover any of the following items or conditions:

a) Damages or Defects that result from circumstances beyond the control of Contractor including, but not limited to, accidents, fire, explosion, smoke, falling objects, damage from aircraft, vehicles, lightning, windstorm, hail, flood, mudslide, earthquake, volcanic eruption, wind-driven water, or unforeseeable change in the underground water table.

b) Damage or Defects in materials or workmanship supplied by anyone other than Contractor, employees of Contractor, agents or those working under the direction of Contractor, including Subcontractors.

c) Damages or losses that result from water leakage.

d) Dampness, condensation or standing water due to failure of Owner to maintain adequate ventilation or other cause beyond the control of Contractor.

e) Any Claim for warranty that is not filed in compliance with the terms required by the Contract Documents.

f) Claimed Defects that are obvious, apparent and accepted at the time of completion.

g) Damages caused or made worse by:

(1) Failure of Owner or anyone other than Contractor, employees of Contractor, agents or Subcontractors to comply with the warranty Requirements of the manufacturer.

(2) Failure of Owner to give Contractor notice of Defects within a reasonable time.

(3) Loss that results from failure of Owner to take timely action to mitigate or minimize damage.

2. Contractor has no liability for incidental or consequential damages from breach of any warranty provided by this agreement insofar as the loss claimed is covered by insurance of Owner or for which Owner has a right of recovery from any other party.

C. Basic Warranty Coverage

1. Warranty on Cabinets

- a) It is a breach of warranty if cabinet doors or drawers bind or stick during the first 180 days. Occasional adjustment of doors and drawers is necessary as part of routine building maintenance. Defects due to abuse, impact, modification, or improper maintenance are not covered under this warranty.
- b) Cabinet materials shrink as they dry. It is a breach of warranty if, during the first 180 days, cabinet doors or drawer fronts are found to have visible cracks in excess of 1/8 inch by 2 inches. Defects due to abuse, impact, modification, or improper maintenance are not covered under this warranty.
- c) It is a breach of warranty if cabinet doors or drawer faces warp more than 1/4 inch in 12 inches during the first 180 days. Some movement can be expected when natural wood products adjust to moisture levels within a building. Cabinets that warp due to abuse or prolonged contact with moisture are not covered under this warranty.
- d) It is a breach of warranty if closed cabinet doors have gaps in excess of 1/4 inches by 2 inches during the first 180 days. Cabinet doors that become misaligned due to abuse or improper loading are not covered under this warranty.
- e) It is a breach of warranty if, during the first 180 days, cabinet doors do not stay closed when shut. Frequent use of cabinet doors can result in misalignment. Occasional adjustment of cabinet hardware is a part of routine building maintenance.
- f) Cabinet materials shrink as they dry. It is a breach of warranty if, during the first 180 days, visible gaps greater than 1/4 inch by 3 inches open between the wall or ceiling and any cabinet. Smaller gaps are not covered under this warranty.
- g) It is a breach of warranty if a cabinet, a cabinet corner or a cabinet face is found to be more than 1/4 inch out of alignment during the first 180 days unless the Defect is caused by abuse, impact, modification or improper loading.

2. Warranty on Electrical Systems

- a) Electrical wiring that frequently trips circuit breakers should be inspected for appliances that are overloading the system. It is a breach of warranty if any portion of the electrical system installed by Contractor is found during the first 180 days to be out of compliance with the electrical code enforced at the time of Installation, or out of compliance with the Plans and Specifications. This warranty does not cover any modification of the electrical system by Owner and does not cover damage that results from improper maintenance or connection of unusual or excessive loads.
- b) It is a breach of warranty if any ground fault circuit interrupter (GFCI) fails to operate normally during the first 180 days. A single GFCI can protect all receptacles on a circuit. GFCIs are designed to trip when a ground fault is detected. Inspect the circuit for an overload or a fault in the wiring if a GFCI trips frequently. Defects that result from abuse, modification, or improper maintenance of the electrical system are not covered under this warranty.
- c) It is a breach of warranty if electrical fixtures are found not to be installed in compliance with manufacturer's instructions or in compliance with the electrical code, during the first 180 days. Any electrical circuit installed under this contract that fails to deliver or distribute electricity during the first 180 days is in breach of warranty. Defects that result from modification or abuse of electrical fixtures or the electrical system are not covered under this warranty, nor is any damage that results from improper maintenance. Be sure to confirm that electrical fixtures operate properly at Substantial Completion. Only

those Defects attributable to faulty workmanship are covered under this warranty. Manufacturing Defects may be covered under the manufacturer's warranty, but are not covered under this warranty.

d) It is a breach of warranty if any electric receptacle or switch fails to operate normally during the first 180 days. Inspect the electrical service panel for a tripped breaker if a receptacle or switch does not work. Any Defect that results from abuse, modification, or improper maintenance of the electrical system is not covered under this warranty.

3. Warranty on Resilient Flooring

a) It is a breach of warranty if vinyl flooring develops surface bubbles more than 1/16 inch higher than adjacent surfaces during the first 180 days. Contractor may puncture vinyl flooring material to release trapped air as part of the repair. Defects that result from abuse, impact, modification, normal wear, or improper maintenance are not covered under this warranty. Fading, slip resistance, abrasion resistance, stain resistance, freeze-thaw stability, durability, compressive strength, moisture sensitivity and texture retention of vinyl or resilient flooring may be covered under the manufacturer's warranty, but are not covered under this warranty. Removing mold from vinyl floor materials is a part of normal building maintenance and is not covered under this warranty.

b) Joints are required in resilient sheet flooring when room dimensions exceed roll widths. It is a breach of warranty if, during the first 180 days, joints in resilient flooring leave a gap between pieces of more than 1/8 inch and more than 12 inches long. The visibility of joints in resilient flooring may be exaggerated by the color, pattern, and texture of the material, and by reflected light, such as from a large window. Defects that result from abuse, modification, or improper maintenance are not covered under this warranty.

c) It is a breach of warranty if, during the first 180 days, resilient flooring is found to be installed with stains, discoloration or faded colors. Stain resistance does not mean that resilient flooring won't stain. Staining and loss of gloss can result from normal use and is not necessarily an indicator of Defective material or workmanship. It is normal for resilient flooring to vary slightly from display Samples in color and texture. Display Samples come from different dye lots and may be used for many years. Over time, color, texture, and feel of the Sample may change with handling. The color and gloss of resilient flooring can fade under sunlight and traffic. Slight variations are common within a specified color or pattern. Variations will be greater when material is selected from differing dye lots. Manufacturing Defects may be covered under the manufacturer's warranty, but are not covered under this warranty.

d) It is a breach of warranty if resilient flooring is found to be installed out of compliance with the recommendations of the manufacturer during the first 180 days. All manufacturers recommend that the surface on which resilient flooring is laid be free of bumps, protrusions, or irregularities such as fasteners, loose knots, or free aggregate. Defects that result from sharp objects such as spike heel shoes or roller blades, moisture, hydrostatic pressure, alkali in the subfloor, heavy sunlight penetration, ultraviolet ray exposure, pallet jack or fork lift traffic, or contact with caustic or corrosive liquids, are not covered under this warranty. The flooring manufacturer may offer a warranty against premature wear or fading. Premature wear and fading are not covered under this warranty.

4. Warranty on Plumbing Systems

a) It is a breach of warranty if a water supply, drain, or vent line to a plumbing fixture develops a leak during the first 180 days due to a Defect in materials or workmanship. It is a breach of warranty if, during the first 180 days, a plumbing fixture is found to be installed out of compliance with either the recommendations of the manufacturer or the building Plans or Requirements of the building code. Inspection and maintenance of caulking and sealants around plumbing fixtures is a part of normal

building maintenance, and is not covered under this warranty. Defects that result from abuse, condensation, modification, the shrinkage of materials as they age, or improper maintenance are not covered under this warranty.

b) It is a breach of warranty if, during the first 180 days, any part of the plumbing system fails to deliver water or discharge wastes due to a Defect in materials or workmanship or failure of Contractor to comply with the applicable plumbing code or building Plans. Any plumbing vent or waste line can be obstructed by frost or debris. Removing frost and debris from vent lines is a part of normal building maintenance, and is not covered under this warranty. Defects in plumbing supply, waste, or vent lines that result from abuse, modification, or improper maintenance are not covered under this warranty.

c) It is a breach of warranty if, during the first 180 days, a faucet, plumbing fixture or valve runs or drips when fully closed or turned off. Defects that result from abuse, modification, or improper maintenance are not covered under this warranty.

d) It is a breach of warranty if, during the first 180 days, plumbing fixtures, fittings or trim are found to be installed out of compliance with recommendations of the manufacturer or out of compliance with the plumbing code. Flaws in the appearance or performance of plumbing fixtures, fittings or trim may be covered under the manufacturer's warranty, but are not covered under this warranty. Defects that result from abuse, improper maintenance, or modification are not covered under this warranty.

e) It is a breach of warranty if plumbing supply lines are found to be out of compliance with approved Plans or the building code during the first 180 days. Severe weather can cause any plumbing supply line to freeze and burst. Defects in plumbing supply lines caused by cold weather are not covered under this warranty. When temperature of the building envelope is not controlled during cold weather, it's a normal part of building maintenance to close the main supply valve and drain water from the supply system. Exterior hose bibs should have garden hoses disconnected and drained. Valves for exterior hose bibs should be left open. Interior valves should be shut off. Defects in plumbing supply lines caused by abuse, modification, or improper maintenance are not covered under this warranty.

f) Certain combinations of temperature and indoor humidity may naturally cause condensation to accumulate on pipes and plumbing fixtures. Eliminate excess condensation by increasing ventilation, controlling humidity, or insulating the pipes affected. Accumulation of condensation on plumbing pipes and fixtures is not a Defect and is not covered under this warranty.

g) All plumbing drain and waste lines can be obstructed by excessively large or dense objects, by the invasion of roots, or by backup of the public or private sewer. Keeping plumbing drain and waste lines free of obstructions is a part of normal building maintenance, and is not covered under this warranty. It is a breach of warranty if plumbing drain, waste, or vent lines are found to be installed out of compliance with the applicable plumbing code or out of compliance with the building Plans during the first 180 days. The following constitute abuse or improper maintenance of plumbing drain or waste lines, and are not covered under this warranty: (1) Use that exceeds that design standards of the system, (2) Disposing of non-biodegradable items through the system, (3) Connecting the system to a sump pump, roof drain, or backwash from a water conditioner or pool filter, (4) Covering a leach field with a surface that is impermeable to water, (5) Driving or parking vehicles over the leach field, and (6) Failing to periodically pump the septic tank.

h) It is normal to hear the sound of water flowing through drain and supply pipes. It is also normal to hear the sound of pipe expanding or contracting slightly in response to heat or cold. Water hammer is a sudden thump or banging in water supply lines that occurs when water flow to a faucet or fixture stops abruptly. Water hammer can do serious damage to a plumbing system, especially when water at high pressure is shut off very quickly, such as with an automatic valve. A plumbing system subject to water

hammer should be designed with a pressure-regulating valve or an air chamber to reduce the noise and potential for damage from water hammer. Failure to install a pressure-regulating valve or an air chamber is not a breach of warranty if the valve or chamber is not part of the contract and is not required by the building code. The sound of water hammer will be obvious to anyone present in the building. Progressive damage from an obvious water hammer problem is not covered under this warranty. On request, Contractor will suggest a remedy for water hammer and quote a price for taking preventative measures.

i) It is a breach of warranty if a faucet, shower head, or plumbing fixture is found to be installed out of compliance with the applicable code or the building Plans during the first 180 days. Low water pressure may cause reduced flow through any plumbing fixture. Water pressure varies in public water systems and may be low at times of peak demand or when flow is reduced in water mains. Some municipal codes require that plumbing fixtures, including faucets and shower heads, be equipped with flow control devices to conserve water. Inadequate water flow at points of supply due to either low water pressure at the main or government regulation is not covered under this warranty.

j) It is a breach of warranty if, during the first 180 days, a bathtub or shower enclosure is found to be installed out of compliance with either the building code or the manufacturer's recommendations. Ensure that bathtub and shower enclosures are free of any chip, crack, scratch, blemish, or Defect at Installation, and document any concerns. After Substantial Completion, only Defects resulting from faulty workmanship of Contractor are covered under this warranty. Manufacturing Defects in bathtubs and shower enclosures may be covered under the manufacturer's warranty, but are not covered under this warranty. Bathtubs are heavy when filled and may cause the framing to flex and creak, even when installed in compliance with both the manufacturer's instructions and the building code. Flexing and creaking are not signs of failure, and are not covered under this warranty.

XXXI. Contractor Claims

A. If Contractor claims that any instruction, Drawing, act or omission of Owner or any representative of Owner, or any agency of government, increases costs to Contractor, requires extra time or changes the Scope of Work, Contractor shall have the right to assert a Claim for such costs or time.

B. Unresolved Claims or disputes shall not cause Contractor to delay or suspend Work or for Owner to delay or suspend payments as provided by this agreement. Continued performance by Contractor shall not be deemed a waiver of any Claim for additional compensation or an extension of Time for Completion. Contractor shall cooperate with Owner and representatives of Owner to mitigate potential damages, delay and other adverse consequences arising out of the condition which is the subject of the Claim.

XXXII. Arbitration

A. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

1. Any controversy or Claim arising out of or relating to this contract or contract warranty or the breach thereof or a Change Order or addendum to this contract which cannot be resolved by mediations shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

B. The location of arbitration hearings held under this agreement shall be the county in which the

Project is located unless agreed to otherwise by all Parties to the arbitration.

XXXIII.Statutes of Limitations

A. No action shall be brought to recover damages for any Defect in the Project more than 3 years after Substantial Completion if the Claim is based on a Defect reasonably apparent at Substantial Completion. Nothing in this agreement shall be construed as extending the period prescribed by Law for the bringing of an action.

B. No action shall be brought to recover damages for any Defect in the Project more than 8 years after Substantial Completion if the Claim is based on a Defect not reasonably apparent at Substantial Completion. Nothing in this agreement shall be construed as extending the period prescribed by Law for the bringing of an action.

XXXIV.Insurance

A. General Requirements

1. Contractor shall carry workers' compensation insurance and public liability insurance as required by Law and regulation for the protection of Contractor and Owner during progress of the Work.

XXXV.Interpretation of the Contract

A. Words and abbreviations defined in this contract are capitalized and should be understood as defined. Words commonly used in the construction industry are to be understood in their recognized technical or construction industry context. Any word not defined in this contract and which does not have a well-known technical or construction industry meaning is to be understood as defined in the most recent edition of the Merriam-Webster Collegiate Dictionary.

B. Nothing in the Contract Documents shall be interpreted as requiring Contractor to violate any Law or regulation imposed by government.

XXXVI.No Waiver of Contract Provisions

A. The failure of either Party to insist on strict performance of terms, covenants and conditions in the Contract Documents shall not be construed as waiver of any term, covenant or condition in the Contract Documents. Nor shall any custom or practice which may evolve between Contractor and Owner be construed to waive or lessen the right of either Party to insist upon performance in strict compliance with the Contract Documents.

XXXVII.Dealing With Plan Defects

A. Contractor will rely on the Contract Documents as the final authority on what is included in the Project. The Contract Documents were created to identify the labor, material and equipment required for proper completion of the Project. The Contract Documents are defective if a reasonably skilled construction contractor doing Similar Work in the community and following generally accepted trade practice could not use the Contract Documents to identify each labor, material and equipment cost required to complete the Project. Contractor bears no responsibility for defects in the Contract Documents.

B. If inconsistent, the construction Drawings take precedence over the Specifications.

C. Except as specifically provided elsewhere in this agreement, inconsistencies shall be resolved by giving precedence to the less restrictive, standard quality, less demanding provision in codes, safety orders, Contract Documents, referenced manufacturers' specifications, and industry standards.

D. Pending clarification by Owner, Contractor shall perform no Work on any portion of the Project

requiring an interpretation of the Contract Documents. Contractor has no liability for Work done before discovering the need for interpretation so long as that Work was done in good faith reliance on one of the Contract Documents.

XXXVIII. Choice of Law

A. The contract shall be governed by the Law of the State of South Carolina.

XXXIX. Severability

A. If any provision of this contract is interpreted or rendered invalid and unenforceable, then the remainder of this contract shall remain in full force and effect.

XL. Cumulative Remedies

A. All rights and remedies provided to Contractor by the Contract Documents are cumulative and in addition to and not in limitation of rights and remedies available to Contractor at Law or in equity.

Signatures

This contract is for immediate acceptance. Any delay in acceptance beyond ____/____/____ will require renegotiation of the terms of this agreement.

This agreement is entered into as of the date written below.

Owner's Name: Melba Sexton, Owner

(Signature) (Date)

(Printed Name)

(Signature) (Date)

(Printed Name)

Contractor's Name: Gregory S. Childers, Contractor

(Signature) (Date)

(Printed Name and Title)

Insulation Disclosure (In Compliance with 16 CFR Section 460)

Contractor makes the following disclosures in compliance with 16 Code of Federal Regulation Section 460. The Project includes installation of the following thermal insulation:

Exterior wall insulation

Material type: Batted

Thickness of insulation: 3 1/2"

R-value of that thickness: 2.9 - 3.8 per inch

Approximate coverage area in square feet: 416

Coverage area includes framing members but not doors, windows or other large openings in the exterior frame. R-values may be less where building components limit placement of insulation. For example, it may not be possible to place insulation at building corners, at fireplaces and around the perimeter of doors and windows. Listed R-values are based on information supplied by the insulation manufacturer. Contractor may have to substitute other materials but will maintain the R-values described here.

NOTICE OF RIGHT TO CANCEL UNDER REGULATION Z

(12 CFR 226.15(b) requires that each owner receive two copies of this notice.)

To: Owner

Re: Your right to cancel Project

You are entering into a transaction that will result in a security interest being placed on your home. You have a legal right under federal law to cancel this transaction, without cost, within three business days from whichever of the following events occurs last:

- (1) The date of the transaction, which is May 16, 2017, or
- (2) The date you receive your Truth in Lending disclosures, or
- (3) The date you receive this notice of your right to cancel.

If you cancel this transaction, the security interest is also cancelled. Within 20 calendar days after we receive your notice, we must take the steps necessary to reflect the fact that the security interest on your home has been cancelled, and we must return to you any money or property you have given us or to anyone else in connection with this transaction.

You may keep any money or property we have given you until we have done the things mentioned above, but you must then offer to return the money or property. If it is impractical or unfair for you to return the property, you must offer its reasonable value. You may offer to return the property at your home or at the location of the property. Money must be returned to the address below. If we do not take possession of the money or property within 20 calendar days of your offer, you may keep it without further obligation.

How to cancel:

If you decide to cancel this transaction, you may do so by notifying us in writing at:

Contractor's Name: Gregory Childers dba GSC Construction

Address: P.O. Box # 12

Address: _____

City: McConnells, State: SC Zip: 29726

You may use any written statement that is signed and dated by you and states your intention to cancel, or you may use this notice by dating and signing below. Keep one copy of this notice because it contains important information about your rights.

If you cancel by mail or telegram, you must send the notice no later than midnight of May 19, 2017 (midnight of the third business day following the latest of the three events listed above). If you send or deliver your written notice to cancel some other way, it must be delivered to the above address no later than that time.

I WISH TO CANCEL.

Signature

Date

See the next page for important information about what happens if this agreement is cancelled.

1497 ALEXANDER RD

Property Owner: CONDRA KIMBERLY A

This is to certify that: Kimberly Ann Condra

Has Permission To: Approval to remove and replace kitchen cabinets, remove and replace windows, patch floors, remove non-load bearing walls, partial load bearing wall. Subs will pull separate permits. Project number 20170424.

Contractors

Owner: - Kimberly Ann Condra - 704-798-7206

Minimum Setbacks

Front:

Sides:

Rear:

Flood Zone

No Flood Zone

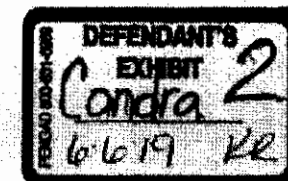
OPEN BURNING IS PROHIBITED IN THE CITY OF ROCK HILL. THIS CARD IS TO REMAIN POSTED ON THE JOB SITE AT ALL TIMES. PROTECT THIS CARD FROM WEATHER. PLANS MUST BE ON JOB SITE FOR ALL INSPECTIONS.

EXHIBIT

D-8" B"

8-20-20

Inspection	Result	Result
Footing		
Underslab Plumbing		
Slab		
Mono Slab		
Concrete Wall Rebar		
Water/Sewer		
Flood Elevation Under Const		
Open Floor		
Exterior Sheathing		
House Wrap		
Framing All Roughs		
Shower Pan		
Gas Piping		
Duct Seal		
Temporary Power		
Firewall		
Insulation		
Sidewalk Compaction		
Final Building All Trades		
Final Sidewalk		
Flood Elevation Cert Finished		
Framing Only	Approved	
Courtesy	Not Approved	



DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY
LANSING, MICHIGAN
POWER OF ATTORNEY

NO. ~~69243430X~~

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED, That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Paul D. Oppenlander

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of August, 2016.

Denise Williams

Denise Williams

Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of August, 2016, before me personally came Denise Williams, to me known, who being duly sworn, did depose and say that they are Denise Williams, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires March 10, 2022

Susan E. Theisen

Susan E. Theisen

Notary Public

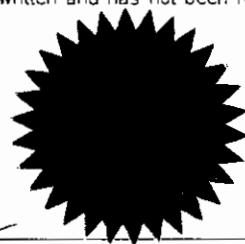
STATE OF MICHIGAN } ss.
COUNTY OF EATON }

I, the undersigned Senior Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 8th day of February, 2017

William F. Woodbury

William F. Woodbury, Senior Vice President, Secretary and General Counsel





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/16/2017

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PRODUCER Watson Insurance 245 East Second Avenue Gastonia NC 28053		CONTACT NAME: Lisa Ishee PHONE (A/C, No, Ext): 704-865-8661 FAX (A/C, No): 704-866-9866 E-MAIL ADDRESS: lishee@watsoninsurance.com	
INSURED Gregory Scott Childers 277 True Rd Mc Connells SC 29726		INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: Crum & Forster INSURER C: INSURER D: INSURER E: INSURER F:	
GREGSCO-01		NAIC # 22667	

COVERAGES

CERTIFICATE NUMBER: 1986852735

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:		BAK232721	2/10/2017	2/10/2018	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMPI/OP AGG \$1,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY					\$ \$ \$ \$
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐ N/A	Binder	2/3/2017	2/3/2018	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$100,000 E.L. DISEASE - EA EMPLOYEE \$100,000 E.L. DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

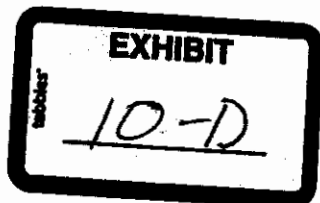
Melba Sexton
339 Autumn Lake Dr
Rock Hill SC 29730

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Melba Sexton Signature

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STATE OF SOUTH CAROLINA	)	COURT OF COMMON PLEAS
YORK COUNTY	)	SIXTEENTH JUDICIAL CIRCUIT
 Kimberly Ann Condra,	)	
	)	
Plaintiff,	)	PLAINTIFF'S MEMORANDUM
	)	OF LAW ON THE "RIGHT TO RELY"
vs.	)	BY A FRAUD VICTIM
	)	
Gregory Scott Childers and	)	Civil Action No. 2018-CP-46-02502
Jeffrey Steven Childers,	)	
	)	
Defendants.	)	
_____	)	

TO: THE HONORABLE WILLIAM A. McKINNON, TRIAL JUDGE:

The Court requested briefs from trial counsel for the plaintiff, Kimberly Condra ("Condra"), and the defendant, Gregory Scott Childers ("Childers") addressing Condra's right to rely on Childers' misrepresentations, one of the necessary elements of a civil fraud cause of action, under the circumstances presented by the trial evidence.

Condra testified about four misrepresentations by Childers: that he was licensed to do her remodeling work, that he would get the necessary City permits for the work, that he carried liability insurance, and that he would use "... reasonable care to meet the Requirements of state, federal, and local Law when discharging [his] responsibilities ..." (the quote is from Childers' own contract). In addition to an oral representation that he was "insured," Childers' written contract specified that he would maintain liability insurance for her protection.

Childers admitted that he never had a builders license of any type, as a limited specialty contractor or as a fully licensed residential builder. As a result, he could never "meet the Requirements of state, federal and local Law," as his own contract promised. As to permitting, City Building Official Mike Nugent testified that the City had never issued and never would issue

a permit to Childers as an unlicensed builder. Nugent's testimony further made it clear that Childers could not legally perform the promised work even under Condra's oversight if she had continued as an unlicensed project manager. Childers knew all of that in June of 2017, when he made his oral representations to Condra, when he proposed his contract to Condra, and when he took her down payment and the rest of the \$52,000 for the turnkey job the contract promised.

With regard to insurance, while Childers contended he had commercial general liability insurance in force when he entered into the contract, he was unable to produce proof of that, even after the evidence revealed that his premium finance lender, in fact, had notified him shortly before the Condra contract that it was cancelling his commercial general liability insurance for nonpayment.¹ All Childers could produce was an earlier document showing the original one-year term of his liability insurance, before the cancellation.

Did Condra have a right to rely on Childers' false representations?

To be actionable, a victim's reliance on a defendant's misrepresentation must be "reasonable" under the circumstances. That term has a special meaning in South Carolina in the context of a fraud claim. Even careless or negligent reliance is sufficient and reasonable in the face of a wrongdoer's fraud. To be insufficient, the victim's reliance must go beyond mere carelessness or negligence to reach the standard of recklessness or gross negligence. A victim has a right to rely "so long as he is not reckless or grossly negligent." Chapter 5, Section A.1. (3)(b), "The Right to Rely – Legitimacy of Reliance," *The South Carolina Law of Torts*, F. Patrick Hubbard and Robert L. Felix, 2011. "Whether or not reliance upon a representation in a particular case is justifiable or excusable, what constitutes reasonable prudence and diligence with

¹ S.C. Code Ann. §38-39-90 authorizes specialized lenders known as premium service companies or premium finance companies, which loan money specifically to pay insurance premiums, to obtain authority from their borrowers to directly cancel the financed policies if the loan payments are not made.

respect to such reliance, and what constitutes a reckless or conscious failure to exercise such prudence, [emphasis added] will depend upon the various circumstances involved . . .” *Thomas v. American Workmen*, 197 S.C. 178, 182, 14 S.E.2d 886, 888 (1941).

Condra was not reckless or grossly negligent in believing Childers’ lies, particularly in light of his description of his lengthy building experience with his family’s construction business and his other projects. Condra even testified that she verified online that his family had the long-time construction business he described. She was neither reckless nor grossly negligent in believing him. The law did not require that she investigate further and affirmatively verify all the things he lied about: his license, his in-force insurance, and his “tight” permitting relationship with the City, all of which would have required her investigation through the Residential Builders Commission, his insurance company, and the City of Rock Hill.

The common law of fraud does not require Condra to go that far. Here, she believed Childer’s outright lies and her belief was neither reckless nor a conscious disregard when there were no signs indicating that he was lying, especially in light of Childers’ extensive touting of his construction background and her confirmation of the family business he described.

Childers’ fraud, being based on his complete, willful, and intentional lying, rather than just on fudging or puffing, gives him even less basis to impose an affirmative burden of wariness on Condra. The Supreme Court of South Carolina has recognized that, while it has not yet adopted a black-letter rule, the increasing modern approach of courts is to refuse to let the wrongdoer profit from his own wrongdoing:

“In other words, the rule sanctioned by some courts is that where one party to a transaction induces the other party to enter into it by willful misrepresentations, he cannot escape liability for his fraud by showing such party could have investigated the representations made, and would have found they were untrue. We have not gone to this extent.

... But the unmistakable drift is toward the just doctrine that a wrongdoer cannot shield himself from liability by asking the law to condemn the credulity of the ignorant and unwary.” [Emphasis added.]

Thomas, op cit., 197 S.C. 178, 182, 14 S.E.2d 886, 888.

The Supreme Court has held that a fraud victim could not be held to have acted unreasonably as a matter of law when she did not investigate public records to determine if the wrongdoer had told her the truth. In *Slack v. James*, 364 S.C. 609, 614 S.E.2d 636 (2005), the Supreme Court agreed with the Court of Appeals in affirming that a buyer’s failure to check public records that would have contradicted one of seller’s representations did not, as a matter of law, make the buyer’s reliance unreasonable. It was, instead, a fact the jury could decide either way under the circumstances.

Did the Owner/Builder Disclosure Statement form signed by Condra affect her right to rely on Childers’ lies?

The Owner/Builder Disclosure Statement signed by Condra (Defense Exhibit 1) did not alter Childers’ common-law right to rely on Childers’ representations. First, it does not purport to do so. “The Legislature is presumed to enact legislation with reference to existing law, and there is a strong presumption that it does not intend by statute to change common law rules. A statute is not to be construed as in derogation of common law rights if another interpretation is reasonable. Statutes in derogation of common law are to be construed strictly to preserve vested rights. [Internal citations omitted]. *Hoogenboom v. City of Beaufort*, 315 S.C. 306, 318, 433 S.E.2d 875, 884 (Ct. App. 1992), adhered to on reh'g (Apr. 29, 1993). “A strong presumption also exists that the General Assembly does not intend to supplant common law principles when enacting legislation. [Internal citations omitted] *O’Laughlin v. Windham*, 330 S.C. 379, 384, 498 S.E.2d 689, 691 (Ct. App. 1998).

Second, the pledge imposed on Condra by the mandatory form, that it was her responsibility “to make sure that people employed by [her] have licenses required by state law and by county or municipal licensing ordinances” was a pledge to government authorities, not to Childers. The form goes on to say “Your construction must comply with all applicable laws, ordinances, building codes, and zoning regulations.” That likewise was a pledge to the government authorities who issued her original permit, not to Childers. Condra was applying for the exemption allowed to unlicensed homeowners who wish to be their own project managers under the stringent conditions imposed by Chapter 59 of Title 40. Nothing about that form gave Childers a get-out-of-jail-free card by shifting his burden of truthfulness to a burden of skepticism on Condra.

S.C. Code Ann. §40-59-260 mandates the disclosure statement for unlicensed homeowners who choose to be their own builders and the City of Rock Hill implements it as the building permit issuer. The statute exposed Condra to regulatory sanctions, specifically the sanction that happened here, the City’s shut-down of her remodeling job. It is part of a regulatory scheme for residential building and Childers grossly misuses it as an attempt to put an enhanced duty of skepticism on Condra. Nor does the disclosure statement address Childers’ oral and written promises that he had and would maintain liability insurance, a misrepresentation that, in and of itself, qualified as a fraudulent inducement in light of his knowledge that his insurance had been canceled or was in the process of being canceled for nonpayment.

Conclusion

Condra’s evidence is unusually strong for a fraud case. Fraud claims tend to be grayer than the evidence in this trial, and the egregiousness of the wrongdoer harder to demonstrate. Condra’s case evidences flat lying by Childers on multiple fronts, his deliberately continuing to

con others even after he was enjoined from doing so, and his proffer of a false license number when he was cornered. His misrepresentations led to exactly the result that damaged her -- the City's stop-work order and Childers' own abandonment of her project without any refund of her money.

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August 26, 2020

ATTORNEY FOR THE PLAINTIFF

STATE OF SOUTH CAROLINA)
YORK COUNTY)

COURT OF COMMON PLEAS
SIXTEENTH JUDICIAL CIRCUIT

Kimberly Ann Condra,)

Plaintiff,)

vs.)

Gregory Scott Childers and)

Jeffrey Steven Childers,)

Defendants.)

PLAINTIFF'S CORRECTED MOTION FOR
AMENDED FINDINGS, AMENDED JUDGMENT,
OR NEW TRIAL

Civil Action No. 2018-CP-46-02502

TO: THE HONORABLE WILLIAM A. McKINNON, TRIAL JUDGE:

The plaintiff, Kimberly Ann Condra ("Condra"), moves for the relief provided by Rules 50, 52, and 59, SCRPC, from the orders issued and received September 21 and 22, 2020.

Directed verdict in favor of Jeffrey Steven Childers

The Court granted a directed verdict to Jeffrey Steven "Steve" Childers, dismissing Condra's two claims against him for negligence and for violation of the South Carolina Unfair Trade Practices Act, S.C. Code 39-5-10 et seq. ("the UTPA"). Condra's evidence at trial concerning Steve showed on a prima facie basis that:

1. She entered into a contract with Greg, and paid Greg \$52,000, to do a remodeling project.
2. Greg told Condra that he (Greg) was a licensed, insured builder who would obtain the necessary building permits; his contract further promised that he would maintain insurance and comply with the law applicable to the project.
3. Greg turned out to have no license of any type or any insurance; he obtained no permits, obtained no liability insurance, and did shoddy and incomplete work.
4. Steve, Greg's brother, was a South Carolina-licensed residential builder.
5. Condra did not know Greg was unlicensed, that he could not obtain a permit for the project, that he had no liability insurance, or that, as an unlicensed person, he could not otherwise comply with applicable laws

6. Steve supervised and did a substantial part of the remodeling for Greg, leaving unfinished some of the work that he (Steve) undertook.
7. Steve, as a licensed residential builder, was forbidden by the South Carolina Labor, Licensing, and Regulatory Commission from helping any unlicensed person, such as Greg, to evade the licensing laws by assisting with an illegal project.
8. The SCLLR, after Condra's botched and unfinished project was abandoned, cited and fined Steve under S.C. Code Ann. §40-1-110(c), for intentionally and knowingly having aided or abetted Greg with the work.
9. Steve admitted the SCLLR's charge by not contesting or appealing it, but by instead paying the \$500 fine that resulted.
10. As a result of Greg's incompetence, dishonesty, lack of a builder's license, and lack of a building permit, local building officials shut down Condra's project and did not allow it to resume until she found a licensed residential builder.
11. The licensed builder qualified for and obtained the required building permit and thereafter repaired and completed Greg's and Steve's defective and unfinished work (to the degree Condra could afford completion after paying Greg \$52,000, who in turn paid Steve).
12. It cost Condra more than \$100,000, a cost established through a licensed expert witness, to remedy the defective and incomplete work left by Greg and Steve.

The Court did not require Steve to rebut any of Condra's prima facie evidence. In the light most favorable to Condra, that was error. A directed verdict is justified when only one inference can arise from the evidence presented. It cannot be based on the credibility of the witnesses or on conflicts in the testimony or evidence. "In ruling on a motion for directed verdict, the trial court is required to view the evidence and the inferences which reasonably can be drawn therefrom in the light most favorable to the party opposing the motion and to deny the motion where either the evidence yields more than one inference or its inference is in doubt. When considering directed verdict motions, neither the trial court nor the appellate court has authority to decide credibility issues or to resolve conflicts in the testimony or evidence. 'In essence, we must determine whether a verdict for a party opposing the motion would be reasonably possible under the facts as liberally

construed in his favor.’ ‘If the evidence is susceptible to more than one reasonable inference, the case should be submitted to the jury.’” *Harvey v. Strickland*, 350 S.C. 303, 308–09, 566 S.E.2d 529, 532 (2002) [Internal citations omitted].

Although this was a bench trial, the Court should have found Condra’s testimony and evidence sufficient on a prima facie basis to shift the burden to Steve to rebut the allegations. As a defendant who, as a matter of law, had admitted his intentional or knowing breach of South Carolina’s prohibition against helping an unlicensed builder do an illegal project, together with Condra’s showing of the botched and aborted project that resulted, Steve should be held accountable in both negligence and under the UTPA. Having shown that Steve breached a condition of his builder’s license by intentionally or knowingly helping his brother carry out the wrongs done to Condra, she presented sufficient evidence of the elements of negligence and of breach of the UTPA to withstand a directed verdict.

The Court should have denied Steve’s motion and required him to rebut Condra’s strong evidence. It should grant Condra a new trial as to Steve. Should the Court deny this motion, Condra petitions the Court to at least supplement its order by articulating the reasons for the directed verdict and specifying where Condra’s evidence was insufficient, including identifying any evidence the Court rejected, so that Condra may understand, and the appellate courts may review, the basis for the decision.

Specifically, Condra asks the Court to clarify its ruling on the SCLLR order she introduced to prove the SCLLR’s disciplinary action and conclusion against Steve. Condra identified and e-filed the order with her trial brief and the court reporter marked it as Plaintiff’s Exhibit 10. A copy is attached.

Plaintiff's Exhibit 10 was authenticated by Condra's Requests for Admission to Steve, which Steve admitted by not denying. The requests for admission were e-filed as Exhibit 8 to Condra's trial brief. Her Request Nos. 1 and 2, which both defendants admitted by not denying them, established that:

1. The documents referenced by Exhibit A are authentic copies of the original records maintained by the indicated businesses or government agencies.
2. The documents referenced by Exhibit A are records of regularly conducted business activity within the meaning of Rule 803(6), SCRE or are public records or reports of public officers or agencies, within the meaning of Rule 803(8), SCRE.

Exhibit A to the Request for Admissions included Steve's disciplinary order, the document Bates-stamped and identified as CONDRA 075. That disciplinary order was then proffered as an authentic copy of the SCLLR's public records. In addition, Condra testified that the disciplinary order resulted directly from her complaint about Steve's role in her project to the SCLLR. The judge, however, without objection by Steve to the order's authenticity, took issue with the exhibit and, inferably from the court reporter's exhibit list, never clearly ruled on whether he accepted it as an exhibit proffered by Condra. The exhibit list is attached. See Item 10. The Court should clear up that issue on reconsideration so that Condra and the appellate courts will know if the disciplinary order was or was not accepted as prima facie proof by the judge.

Verdict in favor of Gregory Scott Childers

At the conclusion of trial, the Court found in favor of the remaining defendant, Greg Childers, on Condra's three causes of action against him for fraud in the inducement, negligent misrepresentation, and breach of the UTPA. The standard of proof for fraud is clear and convincing evidence. *Schnellmann v. Roettger*, 373 S.C. 379, 645 S.E.2d 239 (2007). The

standard for negligent misrepresentation and breach of the UTPA is preponderance. *Charleston Lumber Co., Inc. v. Miller Housing Corp.*, 318 S.C. 471 (Ct.App.1995), cert. denied 3/21/96; *Turner v. Milliman*, 392 S.C. 116, 708 S.E.2d 766 (2011). The Court did not distinguish between the two standards, but lumped together its ruling as to fraud and negligent misrepresentation.

Fraud and negligent misrepresentation

The Court rested its verdict as to those causes of action solely on its conclusion that Condra impermissibly relied on Greg's misrepresentations. As to Greg's non-liability under the UTPA, the Court concluded that unlicensed building is not a UTPA violation. The Court took no issue with Condra's proof of any other element of the three causes of action.

With regard to fraud and negligent misrepresentation, the inference of the verdict is that, while the Court believed that Greg lied to Condra and Condra was damaged as a result, South Carolina law nevertheless absolves him from any liability because Condra should have affirmatively uncovered all of his lies. That is error. South Carolina does not place such an unrealistic affirmative burden on an ordinary plaintiff, nor does the evolution of information alleged to be available through the Internet change that.

The Court's conclusion tortures the concept of "reasonable reliance" and disregards the higher standard in fraud cases that the plaintiff having established her reliance, the defrauding defendant must show that reliance to have been reckless or grossly negligent. *Thomas v. American Workmen*, 197 S.C. 178, 14 S.E.2d 886 (1941). South Carolina's Supreme Court has emphasized that, in the face of actual fraud, the plaintiff's reliance fails only if that reliance is reckless or conscious: "Whether or not reliance upon a representation in a particular case is justifiable or excusable, what constitutes reasonable prudence and diligence with respect to such reliance, and what conduct constitutes a reckless or conscious failure to exercise such prudence, (emphasis

added) will depend upon the various circumstances involved, such as the form and materiality of the representation, the respective intelligence, experience, age, and mental and physical condition of the parties, the relation and respective knowledge and means of knowledge of the parties, etc. 26 C. J. 1144, § 59.” *J.B. Colt Co. v. Britt*, 129 S.C. 226, 123 S.E. 845, 848 (1924).

Further, the Court not only rejects Condra’s proof of justified reliance under the “clear and convincing” standard of fraud but rejects it under the lower, “preponderance” standard of negligent misrepresentation, and throws both babies out with the bathwater without distinction. Factually, no red flags alerted Condra to the likelihood that Greg was lying to her; yet the Court requires Condra and future defrauded plaintiffs to establish that they have always affirmatively confirmed the truth of any otherwise credible representations made by a contractor, even when nothing known to them contradicts the representations and nothing suggests their falsity. South Carolina does not place that burden on an ordinary plaintiff. Imposing that burden, when representations are reasonable on their face and not contradicted by the defendant’s written contract or anything else evident to the plaintiff, and especially when they are otherwise consistent with the defendant’s accompanying details, eviscerates the fraud and negligent misrepresentation causes of action for plaintiffs.

Here, nothing suggested falsity to Condra and nothing put her on notice that Greg was misrepresenting anything. He cited a lifetime of construction work for his father in North Carolina, and she independently confirmed the father’s existing construction business on the Internet. Greg evidenced his construction and business experience and the truth of what he represented to her in other ways as well. He prepared an extensive and lengthy written contract that did not contradict, but confirmed his oral representations. He addressed his liability insurance and confirmed his obligation and intent to comply with all relevant law. He described his

real experience in construction. He inspected Condra's house and provided a lengthy, sophisticated and detailed itemization of each construction item and work needed for the remodeling.

Under those circumstances, South Carolina does not require a homeowner to be skeptical to the extreme degree this Court requires of Condra. The Court's decision essentially stands for the proposition that every fraud claim will fail when the plaintiff has affirmatively failed to independently verify every substantive representation by a contractor. That should not be the line the Court draws for this or future frauds.

The Court even applies this requirement to Greg's misrepresentation that he had, and would maintain, general liability insurance for the project. The Court places the pre-contract burden on Condra to have independently verified that Greg had general liability insurance at the time of the June 25th contract; presumably, Condra would then be required to continue verifying throughout the project that he kept the insurance paid and in force. That is an unreasonable burden to place on a homeowner.

Greg had no liability insurance and he knew he had no insurance, as evidenced by two facts. First, Condra established through admitted insurance records, that Greg's prior liability insurance, Seneca Insurance Company's Policy No. BAK-23272, which took effect on May 8, 2017, was scheduled to be cancelled effective July 3, 2017, through Greg's power of attorney to his premium lender, IPFS Corporation. Condra's evidence showed that IPFS actually notified Greg of the impending cancellation on June 15, 2017, ten days before Greg lied to Condra on June 25, 2017, that he had and would maintain that insurance.

Second, Greg was neither defended nor indemnified by any liability insurance carrier in defense of Condra's claim, further evidence of his lack of in-force coverage, something he never

explained in his testimony. He offered nothing rebutting the cancellation. As the IPFS notice showed, his Seneca Insurance liability policy had only been issued to him in May of 2017, and was already in cancellation by June 15, 2017. Inexplicably, he could only show that another general liability policy issued by another company, Crum & Forster, had been in effect on May 16, 2017, over one month before his contract with Condra, but he could not establish that the Crum & Forster policy remained in effect at any time after May 16, 2017.

Greg cast another red herring before the Court, which had nothing to do with liability insurance. He misled the Court by introducing a one-year licensing bond issued by Auto-Owners Insurance Company on February 8, 2017. As the bond itself states, the herring was a statutory surety bond required of applicants applying for a builder's license, pursuant to S.C. Code Ann. §40-59-10 et seq. While Greg did not testify why he bought the bond, presumably he did so when he unsuccessfully applied for a builder's license but failed to take the required test.

In short, even if the Court holds Condra to an unjustifiably extreme standard obliging her to contact government agencies to verify a builder's license and building permit, Greg's intentional misrepresentation about his insurance, in and of itself, was a sufficient basis by itself for a fraud verdict, particularly in light of Greg's actual knowledge at the time he contracted with Condra that his Seneca general liability coverage had been cancelled.

UTPA cause of action

The Court has likewise tortured the case of *Lenz v. Walsh*, 362 S.C. 603, 608 S.E.2d 471 (Ct.App.2005), into the blanket proposition that illegal construction by an unlicensed builder cannot be a UTPA violation. That finding shoots Lenz's arrow into a target far past its range. The Court has gratuitously exonerated unlicensed builders from precisely the legal responsibility that South Carolina and the UTPA have established to protect their injured customers. The

Court's holding empowers and encourages crooked and unlicensed builders like Greg to safely carry out their deceptive and unfair trade practices with immunity from statutory liability.

Lenz simply says that, once a customer has already paid contract money to an unlicensed builder, S.C. Code Ann. §40-59-30¹ does not, in and of itself, allow the customer to recover the payments solely on the basis that the builder was unlicensed. That is likewise all that *Hawkins v. Holland*, 97 N.C.App. 291, 388 S.E.2d 22 (N.C.Ct.App.1990) holds, which is the North Carolina case heavily relied on by *Lenz*.

Ironically, by not allowing unlicensed builders to collect their unpaid contract balances under any theory of law, §40-59-30 underscores South Carolina's strong public-policy that all builders be tested and licensed before operating in this state. That statute, does not, by wording or intent, instead immunize unlicensed builders from the consequences of their own misrepresentations and resulting botched or incomplete building projects. The Court's reliance on this statute to conclude that an unlicensed builder is not liable for his own wrongdoing under the UTPA, is flummoxing.

Even if *Lenz* were not misconstrued, the Court's reliance on it disregards that Condra does not rely on Greg's lack of a builder's license as the sole basis for his liability under the UTPA. Condra presented substantial evidence through the licensed builder and qualified expert Gary Shamp that Greg's work was grossly incomplete and that it was defective, causing Condra to have to hire a competent, licensed builder to do the work she had already paid Greg to do. Had Greg truthfully represented his license status to Condra, she would not have entered into a contract he could not legally or competently perform.

¹ Formerly codified as §40-59-130.

Perhaps more important than the error of the Court's legal conclusion as to the UTPA is the effect of that error for future consumer plaintiffs seeking relief from the unscrupulous under the Unfair Trade Practices Act. The Court's conclusion has the broader effect of undermining the responsibilities South Carolina places on parties to do business legally and truthfully, fairly and without deception, in this State. The Court's verdict, if it stands, sets an impossible standard for injured parties to establish a UTPA violation when building is concerned. It immunizes builders who lie, cheat, and steal from the civil liability intended and created by the UTP for vulnerable homeowners.

Conclusion

For these reasons, Condra urges the Court to reconsider its directed verdict and its trial verdict and to grant Condra a new trial as to Steve Childers and a reconsidered verdict or a new trial as to Greg Childers. Condra further urges the Court to make the additional findings and amendments discussed in this motion.

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October 2, 2020

ATTORNEY FOR THE PLAINTIFF

1 STATE OF SOUTH CAROLINA.

2 -----x

3 KIMBERLY ANN CONDRA,

4 Plaintiff,

5 Case No.

6 -against- 2018-CP-46-02502

7 GREGORY SCOTT CHILDERS, ET AL,

8 Defendants.

9 -----x

10 November 18, 2020

11 York, S.C.

12

13 B E F O R E:

14 HONORABLE WILLIAM MCKINNON

15

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

17 LUCY MCDOWD,

18 Attorney for the Plaintiff

19 JAMES BOYD,

20 Attorney for Defendant, Greg Childers

21 DAVID BENSON,

22 Attorney for Defendant, Steve Childers

23

24 Aileen Butler

25 Official Court Reporter

1 THE COURT: Good morning Miss McDowd, Mr. Boyd.

2 MS. MCDOWD: Good morning.

3 THE COURT: All right, Miss McDowd, whenever you
4 are ready.

5 MS. MCDOWD: Your Honor, this involves a motion to
6 reconsider and amend as to two defendants. Do you
7 want me to address both of them at the same time or
8 separately?

9 THE COURT: Each defendant separately. It will be
10 easier.

11 MS. MCDOWD: Does it matter to you whether I start
12 with Steve for whom you rendered a directed verdict
13 or --

14 THE COURT: No, ma'am.

15 MS. MCDOWD: I will go ahead and start with Steve
16 then.

17 Judge, as you may recall these are contractor
18 brothers; Steve Childers and Greg Childers. Steve
19 Childers, you granted a directed verdict dismissing
20 Miss Condra's claims against Steve Childers.

21 Your Honor, the prima facia case that Miss Condra
22 presented as to Steve Childers leaving out a number of
23 steps that you're probably already familiar with,
24 showed that on a prima facia basis showed that he is a
25 licensed residential builder in South Carolina. That

1 he participated in this project at her house which was
2 defective and incomplete.

3 Her contract was with her brother, Greg, but Steve
4 a licensed builder participated. Her prima facia case
5 established that he, Steve, was prohibited by the
6 licensing authorities, SCLLR from aiding and abetting
7 such a project yet he did so. Her case established
8 that Steve was sanctioned by LLR for doing that.

9 THE COURT: That I don't think the evidence
10 reflected. The only evidence we saw on that was
11 redacted as to the address of the sanction.

12 MS. MCDOWD: Your Honor, there is a redaction in
13 it but the fact that Steve was sanctioned with regard
14 to this job is admitted in the pleadings by his
15 attorney, by Steve. It was not disputed by either
16 defendant, Your Honor.

17 The Court, on its own motion, brought up that
18 question but it was never objected to on that basis by
19 the defendants' attorneys. And in addition, I'm sure
20 they will acknowledge because they're lawyers of
21 integrity that very order was obtained by Steve's
22 lawyer, by subpoena, from LLR for his file.

23 In addition, Miss Condra testified about her
24 complaint to LLR and that it led to that sanction
25 against Steve. What is not clear, Your Honor, is what

1 you eventually did with that exhibit. But there was
2 no objection to it by anybody.

3 THE COURT: That's not what I remember. I thought
4 Mr. Boyd objected to it.

5 MS. MCDOWD: I don't believe so Your Honor.

6 THE COURT: That was my --

7 MS. MCDOWD: And I know if you ask counsel
8 directly if there was any contention by the defendant
9 that that sanction did not apply to this specific job,
10 I know that they will tell you that there was not.
11 The Court simply questioned it, that absence on its
12 own merit and it sort of galloped off from there. And
13 I don't know what the Court's final ruling was on
14 accepting the acceptance of that piece of evidence.

15 THE COURT: It was in admissible. But if Mr.
16 Boyd, I mean, did you admit in the pleadings that he
17 was sanctioned for this job?

18 MR. BOYD: Your Honor, that is Mr. Benson's
19 client.

20 THE COURT: I apologize. Mr. Boyd I apologize.
21 Mr. Benson.

22 MR. BENSON: I admitted -- I'd have to look at my
23 answer to see what I actually did, Your Honor. I
24 don't recall off the top of my head. I did not deny
25 or admit when it was presented in interrogatories or

1 request to admit is what it was.

2 MS. MCDOWD: It was submitted in request to
3 admissions and admitted by both defendants.

4 MR. BENSON: I didn't say anything about it
5 because it didn't matter. That was my feeling. It
6 was something by another tribunal that it just didn't
7 matter.

8 THE COURT: Well, so, let's make the record clear
9 though. So it was admitted that your client was
10 sanctioned for participating in this job with his
11 brother.

12 MR. BENSON: I would have to look at the request
13 to admit. I don't have it in front of me and before I
14 could say -- I don't want to -- I don't want to say
15 without looking at that, Your Honor. I'm not trying
16 to ...

17 THE COURT: Well, I don't think that makes a
18 difference in the analysis. If you all can look
19 during the hearing so we we can make the record clear.
20 Miss McDowd, my concern for that, the basis for my
21 ruling was I don't think that Steve did anything other
22 than work as a subcontractor. I could not find any
23 authority that liability can flow from the principal
24 to the agent which is what you're asking me to do.
25 There was no evidence that he knew his brother was

1 unlicensed. There was no evidence that his own work
2 was wrong. There wasn't any evidence that the work
3 that Steve personally performed was improperly done or
4 badly done and in fact I believe that the testimony
5 was the opposite. That she thought the work he did
6 was good and I just don't think you can hold him
7 liable for the acts of his principal based on that
8 administrative holding. I mean, I don't think --

9 MS. MCDOWD: Your Honor, it's not a principal
10 agency situation.

11 THE COURT: Well, what is it?

12 MS. MCDOWD: Section 40-1-110, one of the LLR
13 regulations, specifically allows a sanction of a
14 licensed builder who intentionally or knowingly,
15 directly or indirectly violated or has aided or
16 abetted in the violation or conspiracy to violate this
17 article or regulation promulgated under this article.

18 THE COURT: Yes, ma'am, but that's a licensing
19 issue. That's not tort liability. My question is
20 tort liability.

21 MS. MCDOWD: That's what he was sanctioned under,
22 Your Honor, and that's what he admitted by paying a
23 fine and not appealing it. That sanction that is
24 reflected in that exhibit ten.

25 THE COURT: What is the tort that he committed?

1 MS. MCDOWD: The tort of negligence that the duty
2 is established statutorily.

3 THE COURT: Negligent building? There's no such
4 tort.

5 MS. MCDOWD: Tort of general negligence can be
6 based on a duty imposed by statute.

7 THE COURT: What are the damages?

8 MS. MCDOWD: The damages are the fact that Miss
9 Condra paid \$52,000.

10 THE COURT: Right, but that's with the brother.
11 The tort claim against Mr. Steve Childers is just
12 generalized negligence?

13 MS. MCDOWD: Yes, sir.

14 THE COURT: There's no personal injury. So it's
15 an economic damage claim under tort law.

16 MS. MCDOWD: When I say that it's generalized it
17 is based on the duty imposed by that statute that
18 Steve Childers is a licensed builder doesn't help
19 somebody else break the law which is what he did here
20 and as a result of that --

21 THE COURT: My recollection was there is no
22 evidence that he knew his brother wasn't licensed.

23 MS. MCDOWD: There is no evidence either because
24 he never had it to present a defense that he ever
25 checked. The Court has imposed on Miss Condra a duty

1 under fraud to have done a lot of verifications but
2 the Court has imposed no duty on Steve Childers to
3 make sure he's not helping somebody break the law when
4 he works on this project.

5 THE COURT: Miss McDowd, if I -- if I construct
6 someone a deck and I do a poor job, there's no
7 negligence claim there, is there?

8 MS. MCDOWD: There is not a negligence claim
9 necessarily against -- there may or may not be a
10 negligence claim.

11 THE COURT: On what basis would there be?
12 Assuming no one falls or the house doesn't collapse or
13 something. I mean, just for doing shoddy work that
14 can not support a tort claim, correct?

15 MS. MCDOWD: You're talking about the difference
16 between a breach of contract claim and a tort claim?

17 THE COURT: I just -- I can't -- I just don't
18 think there's any claim against Steve Childers
19 personally under tort law.

20 MS. MCDOWD: Your Honor, with all respect, I
21 believe you are disregarding the duty that the law
22 imposes on him. That as a builder he can't help his
23 brother con somebody.

24 THE COUERT: Miss McDowd, there was no evidence in
25 the record that he helped con, was there?

1 MS. MCDOWD: The evidence in the record is the
2 citation statute first, and the citation that he was
3 subject to for this job, acknowledged and paid a fine
4 for which acknowledges that he knowingly and
5 intentionally did this.

6 THE COURT: Knowingly and intentionally did what
7 is actionable under tort law?

8 MS. MCDOWD: Knowingly and intentionally aided his
9 brother an unlicensed builder in doing illegal work.
10 Illegal. Unlicensed.

11 THE COURT: Okay, but there's clear case law in
12 South Carolina that even the brother himself is not
13 liable under tort for that. The Lenz case very
14 clearly says there's no cause of action for doing
15 unlicensed work and you're trying to get me to hold
16 not even the unlicensed person but his subcontractor
17 is liable for that. I don't think the law supports
18 that cause of action.

19 MS. MCDOWD: Your Honor, with all respect, your
20 take on Lenz is you're calling an apple an orange, but
21 I don't want to get diverted into Lenz.

22 The point is on a directed verdict not even
23 requiring Steve to put a defense to this prima facie
24 case which I contend -- I contend established a duty,
25 given the statute, given that he in effect plead

1 guilty to having done it knowingly and intentionally
2 and still had to present no defense to it that he is
3 not entitled to a directed verdict. And I will be
4 glad to address Lenz.

5 THE COURT: Again, I don't know what LLR is
6 thinking with their regulations. There is no aiding
7 and abetting a breach of contract does not exist in
8 South Carolina. There's no such cause of action.
9 Again, what is the cause of action that you believe
10 justified going to a decision on Steve?

11 MS. MCDOWD: LLR establishes as a duty that a
12 licensed builder can not assist a unlicensed builder
13 in doing an illegal project. That is what happened
14 here.

15 THE COURT: Is there any evidence that supports a
16 cause of action other than administrative sanction?
17 There's all sorts of things that support
18 administrative sanctions that don't support tort
19 causes of action. Administrative agencies fine people
20 all the time.

21 Do you have any case law that says you can base a
22 tort claim on that for a violation of that?

23 MS. MCDOWD: There is no case law on that specific
24 statute. No. There is of course case law with other
25 statutorily imposed duties. Just as an example

1 driving, violating driving rules and regulations,
2 creates a tort. There's rules and regulations about
3 staying on your side of the road.

4 THE COURT: If there's an accident. That's the
5 thing. I don't see that Mr. Childers did anything
6 wrong. I mean, there is no -- I mean, again, you are
7 trying to create liability from the principal to the
8 agent. I just don't see a cause of action against Mr.
9 Childers.

10 Just for the record, you believe it's generalized
11 negligence is the cause of action that should have --
12 that should have taken to the decision.

13 MS. MCDOWD: Negligence based on his statutorily
14 imposed duty.

15 Your Honor, we do need to have address I think for
16 the Appellant Court what the Court's intention was
17 with regard to that exhibit. Because that is the
18 heart of Miss Condra's case in chief against Steve
19 Childers that he admitted to having intentionally and
20 knowingly done this.

21 THE COURT: I would say that the Court's ruling of
22 the evidence it was inadmissible. Did not provide the
23 address. It's not probative on any point in the case.

24 Now, if it was admitted into the pleadings that
25 doesn't matter. I guess I missed that at the trial.

1 I don't recall that point. But if it's admitted that
2 he was sanctioned then that's obviously that's part of
3 the record in the case, but the particular piece of
4 evidence that I saw with the address redacted was in
5 admissible.

6 MS. MCDOWD: Even though, sir, there was no
7 objection by defendants on that basis and that it
8 actually came from Steve himself. There was no
9 objection to it on the basis Your Honor --

10 THE COURT: I really -- let me pull up my notes
11 from the trial. I remember that as being objected to.
12 Are you positive there was no objection to that?

13 MS. MCDOWD: Yes, sir.

14 MR. BENSON: I don't think we ever got to that
15 point.

16 MS. MCDOWD: Sir, you questioned the fact that the
17 address had been blacked out. No one else questioned
18 that. No one else objected on that basis. We
19 explained that is for some perhaps idiotic reason the
20 way LLR provides its record. But that record came
21 through Mr. Benson in response to his subpoena and
22 neither defendant objected. Neither defendant
23 contested that did not -- that was not sanctioned
24 specifically for the work at Condra's house. And
25 Condra herself testified this is what resulted from my

1 complaint about Steve for the work at my house.

2 THE COURT: How would she know that? I don't
3 understand how she would know that when it is
4 redacted.

5 MS. MCDOWD: Because it was provided to her by
6 LLR.

7 THE COURT: All she can say is they sent me a copy
8 of this redacted document and so I'm assuming that it
9 is involving my --

10 MS. MCDOWD: But Your Honor is creating an issue
11 that does not exist. I think if you ask defendants,
12 ask Mr. Benson, did that not apply to --

13 THE COURT: Let's check the request to admit
14 because this is a moot point if it was admitted that
15 they're liable. Again, I don't think that changes the
16 analysis. I don't think there's any tort. There is
17 no tort to hang on Mr. Childers. And regardless of
18 whether he was administratively sanctioned or not.
19 But for the record let's just pull the request to
20 admit and make that clear.

21 MR. BENSON: I don't want you to have to go
22 through all that. We admitted it that it was what it
23 said it was. I'm with you. I don't think it makes a
24 bit of different in the case. He didn't do anything
25 wrong. He showed up. Worked. Got paid. Went home.

1 End of story.

2 THE COURT: Okay. So, for the record the defense
3 is conceding that document correctly represented the
4 sanction on Mr. Childers, Steve Childers.

5 MR. BENSON: For whatever it's worth, yes, sir.

6 THE COURT: Okay. For the record, the Court is
7 changing its mind or modified its order accepting that
8 evidence as admitted based on today's hearing. I
9 don't think it matters, but it is part of the record.
10 It's admitted.

11 MS. MCDOWD: Would you like me to go on to Greg
12 Childers now?

13 THE COURT: Yes, ma'am.

14 MS. MCDOWD: In the Court's order, denying any
15 liability, on Greg Childers' part and of course Greg
16 is the unlicensed brother with whom Miss Condra
17 contracted. The Court has relied on the fact that it
18 found Miss Condra's reliance on Greg's representations
19 to be unreasonable.

20 Your Honor, I know we submitted briefs on the
21 reliance element. Your Honor, has applied that same
22 finding both to the fraud cause of action which has a
23 higher burden of proof and to the negligent
24 misrepresentation cause of action which just of course
25 has a preponderance of the burden of proof.

1 Your Honor, preponderance has found that in effect
2 that Miss Condra as an educated person perhaps had a
3 duty to independently verify what Greg Childers was
4 telling her about his licensing, his insurance, his
5 intent to get a permit for her job.

6 THE COURT: Wasn't that what the city's witness
7 testified she had a duty to do?

8 MS. MCDOWD: No, sir. I think the confusion arose
9 when Miss Condra testified and explained the sequence
10 of events. She originally decided to be what amounts
11 to be a general contractor for her own project and she
12 took out a permit on that basis. That required her to
13 use licensed people. She used a couple of licensed
14 people. They were unsatisfactory. I think one she
15 even alleged stole some of her jewelry. She testified
16 that she then realized she could not do that. That
17 she was going to have to put it all in the hands of a
18 licensed person. So she is contact with Greg
19 Childers. That ends that first permit. She wasn't
20 attempting or purporting to continue being her own
21 general contractor. She was turning it over to Greg
22 and Greg's contract, which was extensive and fairly
23 sophisticated, makes it clear that that's what he was
24 doing. He was taking over the whole project
25 ostensibly as a licensed, experienced competent

1 contractor. But he didn't. He was required then to
2 go and get a new permit showing that and he didn't do
3 it.

4 What the Court unfortunately relied on was a
5 disclosure statement that went with the first permit.
6 That told Miss Condra if you're going to be your own
7 general contractor everybody you use has to be
8 licensed.

9 THE COURT: There was no other permit. That was
10 the point. That was the only permit in the case,
11 wasn't it?

12 MS. MCDOWD: That's correct. That's because one
13 of her claims of fraud against Greg Childers was that
14 he said he was going to do everything in compliance
15 with the law and then he didn't. He couldn't get a
16 permit because he wasn't licensed but she didn't know
17 that.

18 THE COURT: Even though it's on the front of her
19 house?

20 MS. MCDOWD: That is a permit that is no longer
21 active because she's no longer acting as her own
22 general contractor. She turns it over to Greg and he
23 must go, as the city building official testified, Greg
24 must then go in and get a new permit showing him as
25 the licensed residential builder and of course then

1 the people under him have to have it.

2 THE COURT: But he plainly didn't do that because
3 he didn't post it at her house, right? It's plain to
4 anybody who drives by that it's not permitted.

5 MS. MCDOWD: Well, no, he didn't post it at her
6 house. No. But she relied on him to do it because he
7 said he was going to do everything in compliance with
8 law and that was required of him.

9 THE COURT: Isn't that the rub, is that a
10 reasonable reliance if in fact he's suppose to be
11 required to post a permit outside the house and he
12 didn't do it?

13 MS. MCDOWD: Well, Your Honor, is talking about a
14 step now that would have occurred after the contract
15 was signed. Fraud in the inducement we're looking at
16 what she knew and reasonably relied on in entering
17 into that contract and then of course paying him
18 \$52,000 and at that time she testified he said I'm
19 licensed. I'm insured. And in the written contract
20 itself he says I'm going to comply with all the
21 applicable law. So he does that knowing, knowing that
22 as an unlicensed builder he can't get a permit. He
23 knew when he entered into that contract and made that
24 representation to her that he could not fulfill that
25 promise. And then later he in fact did not fulfill it

1 because he couldn't because the city wouldn't have
2 given him a permit because he was never licensed. But
3 to enter into the contract and pay him the money she
4 relied on him saying, I'm going to do these things and
5 that was a fraud at the time because he knew he could
6 not do it in the future. Could not legally do it.

7 THE COURT: Miss McDowd, my concern is, I mean,
8 there has to be something more because there is a
9 reasonable reliance element. There's got to be
10 something more than person "A" said something and it
11 wasn't true, right? That's not enough, correct?

12 MS. MCDOWD: Not necessarily, Your Honor.
13 Undoubtedly Miss Condra is a competent and educated
14 person.

15 THE COURT: With a MBA, right?

16 MS. MCDOWD: With a MBA, but that does not make
17 her knowledgeable about building permits and you can
18 see from the very confusion that arose in this case
19 between her getting a permit as her own contractor and
20 Greg getting one as her new general contractor. You
21 can see how easy it is to be confused with that. In
22 fact, when she testified that he told her he was
23 licensed and that he described work he had done. What
24 amounted to sort of an adult lifetime of work for his
25 father's own construction company in North Carolina.

1 She went on line and verified his father's
2 construction company. And so all of that matched up.
3 But for the Court to impose -- for the Court to impose
4 that sort of duty on a contracting party to go back to
5 verify everything independently of significance that
6 the other party tells them is just not a duty that the
7 law imposes.

8 You relied heavily, Your Honor, on the Florentine
9 case for that. That's Florentine Corporation versus
10 Peda I Inc., but that case deals with a written
11 contract that contradicted what had been said orally.
12 It doesn't deal with an obligation of someone to go
13 out and independently confirm the facts that they've
14 been given. It's a completely different situation.
15 And I realize that there is -- you can pick out
16 phrases from fraud cases about reliance that sort of
17 support most -- almost anything you want to say, but
18 fraud cases where you have someone actively lying and
19 the person accepting that. Those cases do not impose
20 a duty of independent verification by the other
21 contracting party of everything that they're told.

22 THE COURT: Not everything they're told but in
23 this case the rub is -- my recollection there was no
24 evidence that the insurance policy had actually
25 lapsed. So there's no claim. Am I correct in that?

1 MS. MCDOWD: There was not evidence, yes. There
2 was evidence that it was going to lapse and that Greg
3 Childers knew it was going to lapse and that he knew
4 that at the time he promised in the contract that he
5 had liability insurance. And then in his defense he
6 never introduced any evidence showing that he had
7 insurance at that time, nor was he defended by any
8 liability insurer that would indicate coverage.

9 THE COURT: Correct, but you have the burden of
10 proof at that point that he didn't have.

11 MS. MCDOWD: But, Your Honor, having shown that
12 his insurance that he gotten a statement saying your
13 insurance is going to be canceled, I think that shifts
14 that burden to him to show that it was not canceled
15 but he never did that.

16 THE COURT: I mean, I believe and I found as the
17 fact finder that he claimed to be a licensed
18 contractor, you know. But did your client do anything
19 to verify that? It's on the internet. If she even
20 said, you know -- if he had presented her a forged
21 license there is no question I would have found in
22 your favor. But it does not appear to the Court that
23 she did anything other than just take him at his word
24 when he said he was a licensed contractor. There was
25 no internet search.

1 MS. MCDOWD: No, she did not, but she did do an
2 internet search to verify some of the legitimacy of
3 the experience he claimed and of course he presented
4 her with -- although it probably came off the internet
5 itself -- a fairly sophisticated contract and an
6 extremely detailed itemization of the work that he was
7 going to do. All the indicia were that this was a man
8 with a lot of building experience that must be
9 licensed.

10 THE COURT: Miss McDowd, had this been a breach of
11 contract case I would have ruled in your favor, but
12 the burden of proof and the heightened requirements of
13 fraud, I think she's got to do something to verify
14 before she can bring fraud claim.

15 MS. MCDOWD: And the Court would apply the same
16 standard to the negligent misrepresentation claim?

17 THE COURT: Yes. I just -- not the same standard,
18 but the same result. I mean, that there's got to be
19 something. Yes. Not the same standard but the same
20 result.

21 Let me hear from Mr. Boyd and then I'll get back
22 to you.

23 MS. MCDOWD: On the UTPA --

24 THE COURT: Go ahead. I forgot, yes.

25 MS. MCDOWD: Judge, you also found -- and this

1 goes back to that Lenz case that you can't -- it's not
2 a UTPA violation for a unlicensed person to do work.
3 That case, it's hard to figure out how that conclusion
4 derives from that case. The case doesn't even deal
5 with unfair trade practice. It deals with the statute
6 that prohibits unlicensed people who are required to
7 be licensed from collecting balances due to them.

8 THE COURT: In that case my recollection was that
9 -- I can't remember if it was a homeowner or business
10 -- the person who hired the contractor tried to use
11 the fact they were unlicensed as the basis for a claim
12 against the contractor. Am I remembering that
13 correctly?

14 MS. MCDOWD: A claim for -- it was a defense and a
15 claim. Yes, Your Honor.

16 THE COURT: So my logic was, the Court rejected
17 that as the basis for a claim. Basically pretty much
18 said clearly there is no claim in South Carolina law
19 based on a contractor performing unlicensed work. So
20 my logic was if there's not any claim for regular
21 damages for violating that -- for doing unlicensed
22 work, there can't possibly be a claim for unfair trade
23 practices, treble damages.

24 MS. MCDOWD: Your Honor, respectfully, that's a
25 pretty skewed interpretation of the Lenz case. That

1 case involved a couple who I guess named Lenz who
2 hired somebody, a general contractor to either build a
3 house or remodel a house thinking he was licensed. He
4 turned out not to be licensed. They had already paid
5 him all but \$18,000 of the contract price and they
6 contended that the work was I think defective or
7 incomplete.

8 He pursued a mechanics lien to collect the
9 remaining \$18,000 and the Court said you can't -- to
10 it the unlicensed contractor -- you can't do that
11 because the statute specifically prohibits you from
12 getting paid for unlicensed work.

13 The Lenz's counterclaimed saying he owes us
14 \$18,000 in damages for the defective work.

15 THE COURT: For the shoddy work, right.

16 MS. MCDOWD: By counterclaim. The Court said, to
17 bad. You can't collect that from him because your
18 damages are not even the \$18,000. You can't collect
19 that from him if you haven't already paid it to him.
20 And what the case said --

21 THE COURT: Let me bring that up real quick
22 because I want to make sure we get this right today.

23 Miss McDowd, do you have a citation?

24 MS. MCDOWD: Yes, 362 S.C. 603.

25 THE COURT: My reading of the Lenz case and I just

1 reviewed it, the Court says that allowing the Lenz's
2 to recover would be like allowing them to recover
3 money paid directly to the builder to purchase
4 construction materials. They're claiming the work was
5 not done properly, right. So they should be allowed
6 to recover. If there -- I mean, if he did poor work
7 under the contract and breached the contract they can
8 recover the cost of materials, can't they?

9 MS. MCDOWD: Well, apparently they based it solely
10 on the fact that the builder was unlicensed and they
11 said because he was unlicensed ipso facto we should be
12 able to recover some of what we already paid him
13 because our damages are that amount having to redo or
14 finish the work. I think the operative line in there
15 is the Court saying on page three, we therefore find
16 Hawkins persuasive. Hawkins is the North Carolina
17 case and agree with its determination that generally a
18 homeowner may not recover payments already made to an
19 unlicensed contractor merely because the contractor
20 did not hold a license when the contract was executed.

21 That's not what Condra is doing. Condra is trying
22 to recover the damages that resulted from Greg
23 Childers unfinished and defective work. And the fact
24 that he was doing this unlicensed and never taking the
25 test, never been been certified to do it, never taken

1 the steps that the builders commission requires for a
2 license is what makes this a UTPA claim.

3 This case does not stand for the proposition that
4 an unlicensed builder has no obligation for damages to
5 a contracting party.

6 THE COURT: There's no question they do under
7 contract breach, but it's got to be a breach of
8 contract.

9 MS. MCDOWD: Your Honor, we're talking about the
10 UTPA, not a breach of contract cause of action. It
11 couldn't be a more deceptive and unfair trade practice
12 then someone who hasn't qualified or gotten a licensed
13 going out and doing illegal work without telling the
14 other contracting party.

15 THE COURT: I mean, the State has never addressed
16 whether a homeowner may recover payments made to an
17 unlicensed builder. You're distinguishing Lenz and
18 saying in the Lenz case the work wasn't done poorly.
19 What -- how are you distinguishing Lenz?

20 MS. MCDOWD: Everything in Lenz was based on the
21 statute that says you can do unlicensed work but,
22 should have a license. But you can't sue to get paid
23 for it. Everything was based on that statute. Not on
24 whether the practice was unfair or deceptive in any
25 other way and apparently Lenz used that statute saying

1 the contractor can't recover. Tried to flip it around
2 and say, well, because he was unlicensed we should
3 automatically recover.

4 THE COURT: That's what you're doing. You're just
5 calling it an unfair trade practice.

6 MS. MCDOWD: Ours is different in that we -- it's
7 not solely based on -- what makes it unfair and
8 deceptive is that he wasn't licensed, yes, but the
9 damages result were that he did a botched and
10 incomplete job apart from license or no license. He
11 did that kind of job and she was induced to allow him
12 to do it because he lied to get the contract with her
13 and then as a direct result of all of that he took her
14 \$52,000 and it cost her I think ninety something
15 thousand dollars to get his work fixed and completed
16 because he was incompetent. But this Lenz case deals
17 solely with that unique statute. Well, it's not
18 unique because North Carolina has one to that says if
19 you do unlicensed work it's at your risk because you
20 can't sue to get paid for it and that's --

21 THE COURT: But -- I'm sorry. I didn't mean to
22 interrupt.

23 MS. MCDOWD: That's all this case says, is that
24 you, you unlicensed person can't sue to get paid for
25 it, but you, homeowner, simply because this person was

1 unlicensed can't get back what you've already paid him
2 just because he was unlicensed.

3 THE COURT: You would contend the Lenz case would
4 have turned out differently if the lawyer had made the
5 claim under a different theory?

6 MS. MCDOWD: Well, certainly if it had been made
7 under the unfair trade practices act, yes, sir.

8 THE COURT: From a practical matter, Miss McDowd,
9 people do unlicensed work all the time in South
10 Carolina. I mean, people hire people. Handymen to do
11 electrical work that they're not licensed to do. And
12 you are telling me everyone of those situations the
13 contractor is committing unfair trade practice by
14 doing that unlicensed work?

15 MS. MCDOWD: Not ipso facto, no. But if that
16 person being unlicensed it means that person has not
17 taken a test or competence. Has not been certified
18 for competency. In the building arena it means that
19 person has never posted a bond to protect its
20 customers as the residential builders commission
21 requires. It means that person -- it's more than just
22 having a piece of paper. It means that person has not
23 demonstrated competency and solvency.

24 THE COURT: No question.

25 MS. MCDOWD: But the fact if -- if the work is

1 done satisfactory and to completion, yes, I agree a
2 homeowner probably would not have a UTPA claim because
3 the homeowner would have no damages. But because the
4 person turns out to be incompetent perhaps insolvent,
5 can't carry the job and they've gotten there by lying
6 about the license and there is resulting damage
7 because of that person's incompetency, yes, Your
8 Honor, UTPA specifically provides for the recovery of
9 damage. It's an unfair and deceptive trade practice
10 with resulting damage.

11 THE COURT: Let me hear from the defense counsel
12 and I will give you the last word.

13 MS. MCDOWD: Yes, sir.

14 THE COURT: Mr. Boyd, let me make sure Mr. Benson
15 has a chance to say anything he wanted to say.

16 MR. BENSON: I've already said it.

17 THE COURT: Thank you, sir.

18 MR. BOYD: Yes, sir.

19 THE COURT: Yes, sir.

20 MR. BOYD: Yes, Your Honor, Your Honor, addressing
21 the Lenz issue there is no question that there would
22 have been unlawful -- I'm sorry, a breach of contract
23 action here. The plaintiff chose not to bring a
24 breach of contract action. But under Lenz the
25 unlawful trade practice alleged is that basically that

1 my client was unlicensed and basically --

2 THE COURT: And lied about it.

3 MR. BOYD: And lied about it, yes, sir. And the
4 question is being unlicensed is that an unlawful --
5 and lying about it -- is that unlawful trade practice.
6 Well, the Lenz case addressed the issue basically not
7 in the context of unlawful trade practice lawsuit but
8 it did go into the issue of whether or not that
9 someone being unlicensed is necessarily a -- an issue
10 to the extent that it would be an actionable cause of
11 action. And in the Lenz case apparently there was
12 issues about the quality of the work. They tried to
13 sue because the contractor saying he's unlicensed so
14 he shouldn't never been paid. That's essentially
15 using a different theory but essentially what's being
16 done in this particular case.

17 I would submit that unfair trade practice act is
18 -- doesn't apply to this type of situation. In
19 addition, Your Honor, in the -- going to the -- I
20 think the fact the plaintiff didn't check when she had
21 a duty to do so also has an application to the unfair
22 trade practices cause of action. Also that the Court
23 didn't address that in the order. But, you know,
24 going to that issue the plaintiff in this case had a
25 permit to do work. She knew that at the time for

1 other work to be done there had to be a permit pulled.
2 It was obvious to her that a permit had not been
3 pulled because the permit she got stayed there through
4 the whole course of this action. With that permit
5 there she had gone through the permitting process.
6 She had signed a declaration that she would comply
7 with the law. I think the testimony from the -- I
8 don't remember the name, but the person for licensing
9 said that she had a -- he said -- I think I asked the
10 question. She had a duty to check. I mean, it's a
11 duty imposed by law.

12 So she's not an ordinarily person in the extent of
13 ordinary plaintiff. She's a plaintiff that had a duty
14 required by law to check. And I think that applies to
15 both to the fraud cause of action, it also applies to
16 the unlawful trade practice. That she certainly --
17 this was her home. I mean, she certainly was there.
18 She certainly saw that the permit hadn't been posted.
19 She continued to allow the work. And I know Miss
20 McDowd said at the time she thought he pulled a
21 permit. Well, she paid money during the course of
22 this I believe. She paid money during the various --
23 to my client -- during the various times she knew and
24 saw that the permit wasn't there. So, I would submit
25 that the Court's analysis is exactly correct. The

1 Florentine case basically makes it clear. The factual
2 situation is different but they talk about whether
3 there's a confidential or fiduciary relationship.
4 There wasn't in this case. No question this is an
5 arm's length transaction. The Court -- the principal
6 of law is there a difference of the education or
7 experience of the parties.

8 In this case the plaintiff was a mature individual
9 who had an MBA and worked in the banking industry for
10 years and years. And the cases say there's no
11 liability for representations made when truthfulness
12 of the representations are easily within reach and
13 ascertained by the exercise of due diligence.

14 This is a case where it's basically show me the
15 license or either check on line. It's a few clicks on
16 the computer to find out. So I submit the Court
17 ruling is correct on all those grounds.

18 THE COURT: Thank you Mr. Boyd.

19 Miss McDowd, I will give you the last word.

20 MS. MCDOWD: Thank you, Your Honor.

21 The Florentine case deals with reliance. It's not
22 a fiduciary duty case. It is just like these folks
23 two contracting parties. In Florentine it's
24 commercial lease and in Florentine the reliance is
25 found to be unreasonable because the contract itself,

1 the written contract that they signed did not include
2 the oral representations that allegedly been made.
3 The lessor allegedly told the tenant if you enter into
4 this lease we are not going to rent to a competitor of
5 yours in the same mall. That's not in the contract
6 and the Court essentially said you couldn't reasonably
7 rely on something oral when you had the contract that
8 said something different. That's sort of a classic
9 case. But it wasn't a fiduciary duty case.

10 With regard to the contract, I believe Miss Condra
11 testified -- I may have the amount slightly wrong, but
12 when she entered into this contract with Greg Childers
13 she paid him I believe \$24,500. That was required as
14 a down payment. And at the time she did that none of
15 these things after the contract happened. He was
16 telling her she was relaying on him saying essentially
17 I'm going to get the necessary permits. I've got
18 insurance. It's only later as the work progressed
19 that you can contend that maybe she should have
20 realized earlier that he hadn't gotten a permit, but
21 at the time she entered into the contract and paid him
22 the down payment all she knew was what he was telling
23 her, representing to her and promising to do and he
24 was promising to do things that only he knew he could
25 not perform.

1 THE COURT: Miss McDowd, I apologize, you lost me
2 with this argument if you don't mind.

3 MS. MCDOWD: Mr. Boyd, who is quite an adversary,
4 talks about Miss Condra's reliance on Greg Childers'
5 representations. But what he's talking about is
6 things that happened after the contract. They don't
7 go back to what he told her when she was induced to
8 sign it. She didn't know then that -- well, I'm
9 repeating myself. I'm a sorry.

10 THE COURT: I understand what you are saying now.
11 You are saying Mr. Boyd is referencing things that
12 happened subsequent to the inducement to sign the
13 contract.

14 MS. MCDOWD: Exactly.

15 THE COURT: Okay.

16 MS. MCDOWD: Thank you, Your Honor.

17 THE COURT: Yes, ma'am.

18 Counsel, I will take this under advisement. I
19 will speak to my law clerk and I will give you a
20 ruling shortly. Give me just a couple of minutes.

21 (WHEREUPON, there was a brief recess.)

22 THE COURT: Please be seated.

23 Counsel, I have given this matter considerable
24 thought both today and over the last weeks in
25 preparing for this hearing and I am going to deny the

1 motion with the exception of as we talked about the
2 defendant, Steven Childers, clarified today through
3 counsel that they do not contest that he was
4 sanctioned for his part in this construction project.
5 So that is established for the record that he was
6 sanctioned by LLR for his performance in the project.
7 Other than that the decision of the Court is
8 unchanged.

9 The basis of the Court's decision if I want to
10 explain it more fully is that she pulled the first
11 permit. The first permit put an affirmative duty on
12 her to verify that anybody she employed under that
13 permit was licensed. That was the only permit ever
14 pulled. So any work done on the house was either done
15 pursuant to that permit where she had an obligation to
16 verify that everyone is licensed or it was not done
17 pursuant to a permit at all. And given those
18 circumstances I can not find reasonable reliance
19 especially in a situation where she was a
20 sophisticated party working for a bank with a masters
21 of business administrative degree who could have
22 easily asked for a copy of the license or checked on
23 line with a few clicks with LLR.

24 With regard to defendant, Steven Childers, I think
25 I explained that previously, but to summarize, I just

1 don't see any legal claim against him. Yes, he was
2 sanctioned administratively. I just don't think
3 there's no tort claim for performing unlicensed work.
4 There's not a claim for that under tort law.

5 So -- and then, with regard to the unfair trade
6 practice claim, again, the Court's analysis is
7 unchanged. In the Court's opinion the Lenz case
8 stands for the proposition that there is no claim
9 under South Carolina Law against a contractor for
10 performing unlicensed work. And if there's no claim
11 under South Carolina Law for single damages, there's
12 no claim for treble damages under an unfair trade
13 practice.

14 Again, I just think everyone's practical
15 experience -- well, I don't want to get into that.
16 I'll leave it at that.

17 All right. Mr. Boyd, do you want to prepare an
18 order? Maybe Mr. Benson as well reflecting the
19 Court's motion to reconsider.

20 MR. BOYD: Certainly, Your Honor.

21 THE COURT: Thank you counsel. Would two weeks be
22 enough time?

23 MR. BENSON: Yes, sir.

24 THE COURT: Thank you, counsel.

25 Well argued on all three sides. I appreciate

1 counsel.

2 MS. MCDOWD: Thank you.

3 (END OF TRANSCRIPT)

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CERTIFICATION

I, the undersigned Aileen Butler, Official Court Reporter for the 16TH Judicial Circuit of the State of South Carolina, do hereby certify that the foregoing is a true, accurate, and complete transcript of record of all the proceedings in the captioned case, in the Circuit Court for York County, South Carolina, on the 18th day of November, 2020.

I do further certify that I am neither of kin, counsel, nor interest to any party hereto.

January 21, 2021

S/ Aileen Butler