

substance of the requested admissions, and when good faith requires that you qualify an answer or deny only part of the matter, which is requested to be admitted, you shall specify so much of the Request as being true, and qualify or deny the remainder. Please take notice that you may not give lack of information or knowledge as a reason for failure to admit or deny, unless you shall state that you have made a reasonable inquiry into the information known or readily obtainable by you and it is insufficient to enable you to admit or deny.

YOU WILL HEREBY TAKE NOTICE that if you fail to answer these Requests for Admissions, the undersigned shall apply to the Court for an Order requiring your client to pay the reasonable expenses incurred in making such proof, which shall include reasonable attorneys' fees.

You are hereby requested to admit the following:


1. The copy of a document attached hereto as Exhibit "A" is a true and correct copy of what Defendants received, associated with services Defendants authorized from Spann Residential Services, Inc. to that residence known as 1529 Crooked Pine Drive, Surfside Beach, SC 29575.
2. The copy of a document attached hereto as Exhibit "B" is a true and correct copy of what Defendants received, associated with services Defendants authorized from Carolina Energy Conservation, to that residence known as 1529 Crooked Pine Drive, Surfside Beach, SC 29575.
3. The Estate, through its representatives, first asked Julie Irving to provide the Estate with Ms. Irving's personal Social Security number, in the year 2016.
4. Defendants and the Estate are aware of no information to support any claim that Julie Irving in any way interfered with the timely filing of the Estate's 2014 1041 and SC1041 income tax returns.
5. The Estate's 2014 and 2015 1041 and SC1041 income tax returns were both filed in

2016, and were filed without reporting Julie Irving's personal income tax return.

6. Through her representative, Julie Irving requested whether or not Jeanne Poafpybitty would agree to provide Ms. Irving with copies of the Estate's Wells Fargo bank statements, and as of this date, the Estate has not yet produced, for Ms. Irving's review, copies of such bank statements for June, 2016 or July, 2016.

7. Defendants' current distribution proposal includes distributions of properties listed in its June 2016 final accounting, at values listed in said final accounting.

CLIFFORD H. TALL, P.A.


Clifford H. Tall

SC Bar No.: 005463

4702 Oleander Drive

Myrtle Beach, SC 29577

Telephone: (843) 497-9777

Attorney for Plaintiff, Julie Irving

Dated: November 30, 2016

CERTIFICATE OF SERVICE

I, Clifford H. Tall, attorney for Plaintiff, Julie Irving, do hereby certify that I have served Defendant's counsel in this action with a copy of the Plaintiff's Requests for Admissions to Defendant, Jeanne Poafpybitty, Personal Representative of the Estate of Donald M. Rothgeb, by hand delivering, a copy of the forgoing to the following parties at the following address:

Reese R. Boyd, III
Bret Davis
Davis & Boyd, LLC
1110 London Street, Suite 201
Myrtle Beach, SC 29577



Clifford H. Tall

Dated: November 30, 2016

Exhibit "A"



Span Residential Services, Inc.
 459 Allied Dr. • Conway, B.C. 29528
 843-347-2220 • Fax: 843-347-3719
 www.spanroofing.com

FILE COPY

INVOICE

Date: 10/27/2015

Invoice No: 15581

Job No: R15581

BILL TO: Jeanne Poalpybly 1528 Crooked Pine Drive Surfside Beach, SC 29576	LOCATION OF WORK PERFORMED: Jeanne Poalpybly 1629 Crooked Pine Drive Surfside Beach, SC 29576
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PURCHASE ORDER:	TERMS:	DUE DATE UPON RECEIPT	COMPLETION DATE: 10/13/2016
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DESCRIPTION	EXTENDED PRICE
Roof as per quote	12,017.00
Plywood	880.00
Cedar Siding	443.00
Chimney Cap	250.00

SUB TOTAL	13,590.00
TAX	0.00
TOTAL	13,590.00
NET TO PAY	13,590.00
AMOUNT PAID	0.00
BALANCE DUE	13,590.00

*Thank you for your business.
 We appreciate the opportunity
 to be of service.*

FILE COPY



459 Allied Drive Conway, SC 29526

Office: 843-347-2220 Fax: 843-347-9719

Name: Jeanne Postpybity

Address: 1529 Crooked Pine Dr., Surfside Beach, SC 29575

Phone#: 843-437-3464

Thank you for choosing Spann Residential Services, Inc. This letter is to give you a better understanding of our replacement procedures from start to finish.

Your job is currently being scheduled. You will receive a call this afternoon prior to work commencement. If we are doing multiple projects at your home, it may be necessary to schedule each project individually, or upon completion of another project.

If you need to make specific arrangements or would like to inquire about the schedule, please call the office at any time and talk to Kimberly @ 843-347-2220 ext.263.

Every effort will be made to complete your work in a timely manner. Please keep in mind that poor weather conditions will shift our schedule and may delay the start of your project. If the project takes more than one day to complete, Spann Residential Services, Inc. will take all necessary precautions to ensure your home is sealed for the evening.

For all replacement procedures: Where Applicable

- We will need access to electricity for our equipment. If there are no exterior outlets on your property, please inform us as soon as possible so we can make other arrangements.
- Please be aware that there will be some noise for the duration of your job.
- For Roof Replacement, please cover all items in your attic, as debris may fall through spaces in the wood, especially on plank roof decks.
- If you have a skylight, please cover the floor under the skylight to collect debris and dust.
- Satellite dishes will be temporarily removed and re-fastened as needed. This may cause interference with the signal. Spann Residential Services, Inc. will not be responsible for any interference and your satellite technician may have to re-align the dish after work is complete.
- Normal roofing and adding operation causes vibration to the structure. Spann is not responsible for nail pops or hairline cracks in the drywall due to vibration from roofing, adding, and wood replacement operation. In addition, please be sure to walk through the home and secure all fragile objects, as Spann Roofing cannot be held responsible for these items.

If you have any questions regarding your project or our replacement procedures, please do not hesitate to call. -- John Campbell - Sales Manager/Project Manager @ (843)-754-4060; Rhett Jones - Field Superintendent/Quality Control @ (843)-437-6061; Hilton Knight - Field Superintendent @ (843)-516-0060; Kimberly Kirby - Office Manager for Spann Residential Services, Inc. @ (843)-349-9714.

Sincerely,

Kimberly Kirby

Spann Residential Services, Inc.

REVISED #2



450 Alfred Drive • Atlanta Campus • Conley, GA 29626
Phone: (843) 847-2220 • Fax: (843) 247-8719
www.spansroofing.com

Span Residential Services Inc. (hereinafter referred to as "Contractor") proposes to perform and furnish the labor, materials, instruments, supervision and equipment (herein together referred to as the "Work") described for:

[Redacted]

Date 9/25/15

Billing Address
Jocano Possibility
1329 Crooked Pine Drive
Suffolk Beach NC 29575

Job location

Phone 843 457 3464
Email jspan@spanroofing.com

Specifications: Asphalt Shingle Roof Replacement:

Complete overview of project specifications, photos and notes with drawings designed to job prior to commencement

Specifications are for entire shingle roof.
Exclude provisions for optional lead/asthma protection.
Set up jobsite safety areas for debris removal. Debris will be disposed around basin truck for safety.
Set up jobsite safety equipment on roof necessary to adhere to all OSHA requirements and regulations.

Remove all layers of old shingles and underlayment down to substrate.
Removal of old material will be done in sections at a time to maintain a complete overnight water tight seal.

Inspect all remaining wood deck conditions and advise homeowner of necessary recommended repair or replacement of decking and additional cost (if any).
Install Weather Shield XT (water proof membrane) along all valleys, over low sloped sections and roof penetrations.
Install new (Tiger Paw) underlayment to decking.
Install starter course shingles at all eaves using manufacturer's pre-cut and sealing starter strips and nails.
Install new professional aluminum drip edge at all gutters and rake eave areas.

Install new GAF asphalt shingles per manufacturer specifications with the ends of first course projecting approx. 1/2" beyond the drip edge and approximately 1" over the gable or rake edge. Length and placement of all fasteners as directed by manufacturer (6 nails per shingle).
Replace all existing pipe boots with new Dikona pipe collar.
Install new shingles in all valleys using closed cut valley method (crop and rest).
Install new aluminum roof flashings where necessary.
Install new Cobra Right Vent 3 along ridge line for improved attic ventilation.
Install new manufacturer's premium hip and ridge cap shingles to all roof ridges.
Run magnet over ponders to pick up any loose nails.
Clean perimeter haul away all job related debris.
Certified Inspector will inspect the entire project after completion to insure all work is performed according to contract.

Note: The above estimate does not include wood replacement unless otherwise noted. If required it will be done on a line and material basis and charged according to the unit pricing listed below.



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 www.spantroofing.com

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It is assumed that all wood blocking required for a vented roof system is present within the existing roof system. If additional wood blocking is required for installation of the new roof system per manufacturer's recommendations, it will be furnished and installed based on the Unit Pricing for wood blocking found below. In addition, if additional layers of roofing material is found during tear off, additional charges will apply (if not noted in above specifications).

Also, the above estimate does not include the replacement of damaged or deteriorated wood blocking and/or plywood roof sheathing. If required it will be done and charged according to the Unit Pricing listed below. Any framing will be charged on a time and material basis at \$75.00 per hour per man.

- 1. Replace damaged or deteriorated wood blocking, add \$5.75 / board foot
- 2. Replace damaged or deteriorated plywood sheathing, add \$2.75 / square foot

Products:

QAF Timberline HD	(Lithium High Definition)	11,292.00	_____
Replace skylights with new Valucor combination		+ 973.00	_____
	Commercial discount	- 250.00	_____
		12,017.00	_____

COLOR PEWTER GRAY JEF INITIAL

All applicable manufacturer warranties shall be given to owner upon final payment. Note: Inadequately ventilated decks may result in a reduced manufacturer material warranties. See warranty documentation for complete details.



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This agreement may be withdrawn by Spann Residential Services Inc. if not accepted within 30 days. Buyer(s) shall understand that special offers or discounts are subject to the expiration at varying dates and may not be available throughout the 30 (thirty) day time frame allowed for the Buyer(s) to accept this agreement.

As a condition to Spann Residential Services Inc. performing work under this agreement, Buyer(s) shall be responsible, where applicable, for:

- Carving all trees in the attic, as debris may fall through spaces on the wood
- Moving all items located below skylights and covering all flooring to collect dust and debris
- The process of removing and/or replacing an existing skylight can cause minor damage to the interior drywall adjacent to the skylight opening. Any interior drywall repairs and/or painting/finishing is the responsibility of the homeowner.
- Spann Residential Services Inc. will remove and reattach satellite dishes mounted on roof surfaces as part of the roof replacement.
- Buyer(s) must make necessary arrangements for re-tuning of satellite dishes with their Satellite/Technician at customer expense.
- Walking through the home and securing all fragile items on shelves and walls. (Normal replacement operations may cause structure to vibrate)
- Under normal roof removal and installation, homeowner is responsible of any wall pops and loose drywall tape caused by vibrations.
- Informing Spann Residential Services Inc. if there are no electrical outlets, so other arrangements can be made.
- Having Buyer(s) driveway clear, as well as providing Spann Residential Services Inc. with reasonable access to the property.
- Consulting Spann Residential Services Inc. to discuss placement of materials if the property has limited space or reserved parking.
- Preparing, moving, reinstalling electrical or telephone wiring, power lines, water lines, HVAC lines and plumbing.
- Moving all exterior furniture and exterior decorative items away from the structure.
- Making all necessary arrangements to have gutter covers removed and re-fastened by their gutter technician.
- Moving all shrubs and plants as required for performance by Spann Residential Services Inc.



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Any work not outlined above, such as location and leveling, plumbing, electric and consequential damage has to be direct or indirect work only.

Making it the Buyer's responsibility under Contractor liability in any aspect for any damage to the Owner's building, including any contents or contents thereof, or deterioration of any materials contained in the building arising as a result of mold, mildew or other fungi by giving the quality. Owner should inspect ceiling and structure periodically for signs of leakage.

CONTRACTOR SHALL NOT BE LIABLE FOR ANY OR CONSEQUENTIAL DAMAGES

MOLD. Contractor is not responsible for indoor air quality including growth of mold or other organisms. Owner shall hold Contractor and Contractor's subcontractors harmless from all claims, including claims of tenants and occupants, arising from indoor air quality by any means whatsoever, including claims resulting from a failure by Owner to maintain the interior and exterior of the building in a manner to avoid growth of mold.

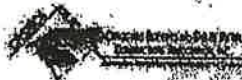
Owner acknowledges that roofing materials include asbestos and explicit hazard products and will be tested (if a test applied shall be specified), and that odors and emissions from roofing products will be released and notes will be generated as part of normal roofing operations. Owner shall be responsible for interior air quality, including controlling mechanical equipment, HVAC filters, intake vents, wall vents, windows, doors and other openings to prevent odors and odors from entering the building. Owner is aware that roofing products emit fumes, vapors and odors during the application process. Owner shall hold Contractor harmless from claims that third parties residing in houses and areas that are adjacent during the normal roofing process.

Broad Form Liability \$1,000,000 Per Occurrence
 Workman's Compensation, Statutory Limits
 \$3,000,000 Aggregate

BUYER'S RIGHT TO CANCEL

If you decide you do not want the goods or services, you may cancel this agreement by mailing a notice to the seller. The notice must indicate that you no longer want the goods or services and must be mailed before midnight of the third business day after you have signed this agreement. The notice must be mailed to: Spann Residential Services, Inc. 459 Allied Drive, Conway S.C. 29526

BUYER'S RIGHT TO CANCEL WHERE PROCEEDS ARE PAID BY INSURANCE POLICY



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www.spannroofing.com

If the contract will be paid from proceeds of a property and casualty insurance policy, and you subsequently receive notice from your insurer that all or part of the claim by contract is not a covered loss under the policy, then the following right to cancel applies:

You may cancel this contract at any time before midnight on the fifth business day after you have received written notification from your insurer that all or any part of this claim by contract is not a covered loss under the insurance policy. This right to cancel is in addition to any other rights of cancellation which may be found in state or federal law or regulation.

The undersigned agrees that the following payment terms will apply: a) Payment in full of all invoices shall be due within 30 days following completion of the work specified on the invoice, b) Past balances over 30 days will be subject to a finance charge of 1-1/2% per month and c) If in the event this account is referred for collection, undersigned will pay all related attorney's fees, as well as any other associated costs incurred by Spann Residential Services Inc.

Method of payment

Contract amount _____ Check/credit card _____

20% Deposit _____

Balance _____

Card type (2.5% service fee applies to all credit cards)

Visa Discover MasterCard Diners Club International

Card name _____

Card number _____

Expiration _____

Security Code _____



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THIS QUOTATION IS SPECIFICALLY BASED UPON THE CONDITIONS HEREON. ANY SUPPLEMENT AGREEMENT SHALL BE ON A DOCUMENT A-01
JOB CONTRACT FORM. CONTRACTOR'S EQUAL ACCEPTANCE OF THIS AGREEMENT OR ANY OTHER AGREEMENT ACCEPTED FROM THE
PROPOSAL IS CONTINGENT UPON VERIFICATION OF FUND AVAILABILITY OF FUNDS AND UPON CREDIT APPROVAL OF THE OWNER,
CONTRACTOR OR OTHER RESPONSIBLE PARTY FOR PAYMENT.
THIS ESTIMATED OFFER PROPOSAL FORM IS BASED ON THE CONDITIONS LISTED ON THE ATTACHED SHEET SHALL BE AN INTEGRAL PART OF
ANY ORDER ACCEPTED BY THE UNDERSIGNED. THIS PROPOSAL IS SUBJECT TO ACCEPTANCE WITHIN THIRTY (30) DAYS FROM DATE AND IS
VOID THEREAFTER AT THE OPTION OF THE UNDERSIGNED.

9/25/2015
DATE ACCEPTED

SPAN RESIDENTIAL SERVICES, INC.

Orlando Perdomo, Rep. for Estate of Donald B. Hight
CONTRACTOR/OWNER

John Campbell
John Campbell

BONAFIDEM



Roofing & Sheet Metal Since 1957



Exhibit "B"



Carolina Energy Conservation

9516 Highway 707

SC 29588

CAROLINA ENERGY
CONSERVATION

Invoice

Date	Invoice #
11/19/2015	1411

PAID
11/19/2015

Bill To Jeanne Poafpybitty 1529 Crooked Pine Drive Surfside Beach, SC 29575	Ship To
---	----------------

Terms	Rep	Project
		Conservation

Item	Amount
Mold-X	1,800.00
Insulation Removal	2,520.00
Blown-in Cellulose	3,600.00
R-19 15" X 93" Kraft	600.00
Mastic Service	250.00
Conservation Discounts	-438.00

Total	\$8,332.00
Payments/Credits	-\$8,332.00
Balance Due	\$0.00