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**Apr 25 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

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APPEAL FROM NEWBERRY COUNTY  
Court of Common Pleas

R. Lawton McIntosh, Judge

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Appellate Case No. 2021-000847

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Tony T. Good.....Appellant,

v.

Tomekia Means and United States  
Department of Agriculture.....Respondents.

---

RECORD ON APPEAL

---

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**ORDER DATED JULY 1, 2021**

R000001

STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT  
C/A No.: 2017-CP-36-00598

Tony T. Good,

Plaintiff,

v.

Tomekia Means and United States Department  
of Agriculture,

Defendants.

**ORDER GRANTING JUDGMENT  
FOR DEFENDANTS**

21223.2

The plaintiff, Tony T. Good, brought this action to collect an amount he alleged he was owed by the defendant, Tomekia Means, as a result of Mr. Good having provided labor and services to improve Ms. Means's home. Ms. Means denied owing any amount to Mr. Good. This matter was heard by the Court at a bench trial on April 21, 2021. Present for the trial was the plaintiff, Tony T. Good, his attorney, Kyle Parker, the defendant, Tomekia Means, and her attorney, Dean Hayes. The parties had previously agreed that the defendant, United States Department of Agriculture, and its attorney, George Conits, did not need to attend the trial, as its mortgage lien position was protected. Prior to trial, the parties also stipulated as to the exhibits to be entered into evidence at trial. The parties also agreed to dispense with the actual publication of the deposition excerpts on the record so that the Court could review the depositions at its convenience. After hearing the testimony, reviewing the documents submitted, and listening to the arguments, I find, conclude, and order as follows:

### FINDINGS OF FACT

In 2009, the defendant, Tomekia Means ("Means"), contracted with Pennyworth Homes for Pennyworth Homes to build a home ("Home") for Means at 342 Leaman Avenue, Whitmire, South Carolina 29178. Pennyworth Homes began work on the Home but stopped work in 2010 and did not complete the Home. Means sued Pennyworth Homes and obtained a judgment against Pennyworth Homes in 2013. Means thereafter began talking with the plaintiff, Tony T. Good ("Good"), who is a contractor, about completing the partially-built Home, and Means also applied for a loan from the defendant, United States Department of Agriculture ("USDA"), to fund the completion of the Home. Means's loan application with the USDA was approved, and the result was that the USDA approved a loan of \$74,000 to Means to fund completion of the Home. A construction contract ("Contract") was signed in December 2015 by Good and Means whereby certain work was going to be completed on the Home at a cost of \$74,000. The cost of \$74,000 to complete the Home was based on a quote provided by Good. Good admits that he signed the Contract stating he was going to provide \$74,000 in labor and supplies for the work to be completed on the home, but he states that he wasn't going to all of the work. However, Good admits that, after the Contract was signed, he pulled the original work permit for the construction to the Home for the amount of \$42,000, and he admits this permit was for work he was doing to the Home.

A dispute thereafter arose between Means and Good, as Means contends she was dissatisfied with the pace and the quality of work being performed on the Home by Good. At the time of the dispute, Good had received payment of \$36,800 from the USDA for work completed on the Home, but Good never received the final draw of \$37,200 which he contends he was due under the terms of the Contract. Since Means disputed the pace and quality of Good's work,

Means would not approve Good receiving the final draw, so the USDA did not disburse it to Good, and the USDA reduced the principal of the note signed by Means accordingly.

At the time the Contract was entered into by Good and Means in December 2015, Good had a general contractor's building license ("License"), number G197096, under the name of "Good Building" with a classification of "BD1" from the South Carolina Department of Labor, Licensing and Regulation ("LLR"). Under the "BD1" classification at that time, Good was licensed as a builder for construction jobs up to the amount of \$30,000. Good was fined \$1,000.00 by LLR for performing work on the Home that exceeded Good's contractor's license classification.

### **DISCUSSION**

Good has set forth several causes of action in his amended complaint in this case. Good has asserted specific performance against both Means and the USDA requesting that the final draw of \$37,200 be paid by the USDA to Good. Good has also set forth causes of action against Means for breach of contract, unjust enrichment, negligent misrepresentation/constructive fraud, fraud in the inducement, and equitable lien. All of these causes of action relate to Good providing labor and services as a general contractor for the improvement of the Home. Ms. Means, in her answer to Good's amended complaint, specifically alleged, among other defenses, that S.C. Code Section 40-11-370(C) barred Good from maintaining this action. Although Means' answer alleged that Good's work on the Home was "substandard," Means did not set forth a counterclaim against Good.

Good admits that he provided the quote for \$74,000 to provide labor and materials for the Home and that he voluntarily signed the Contract. Although Good contends that he was not going to do all of the work under the Contract, he admitted both in his deposition and at trial that he pulled the original work permit for the construction to the Home for the amount of \$42,000, and

he admits this permit was for work he was doing to the Home. It is undisputed that Good was doing “general construction” on the Home and that he was a “general contractor.” See S.C. Code Sections 40-11-20(8) (“General construction” means the installation, replacement, or repair of a building, structure, highway, sewer, grading, asphalt or concrete paving, or improvement of any kind to real property.”); and 40-11-20(9) (“General contractor” means any entity which performs or supervises or offers to perform general construction.”). There is no question that, while doing the work on the Home, Good exceeded the dollar amount of \$30,000 on his contractor’s license with LLR. As a matter of fact, LLR fined Good \$1,000 for exceeding the amount of his license by performing work on the Home.

In *C-Sculptures, LLC v. Brown*, 403 S.C. 53, 742 S.E.2d 359 (2013) the South Carolina Supreme Court decided the very issue involved in this case: whether a contractor who is licensed by LLR but exceeds his license amount may maintain an action to enforce a contract. In *C-Sculptures*, the contract price was in excess of \$800,000, but the contractor, C-Sculptures, LLC, had a license that limited it to construction contracts that did not exceed \$100,000. *C-Sculptures*, 403 S.C. at 55, 742 S.E.2d at 360. A dispute arose between C-Sculptures and the Browns, for whom the construction was being done, and the arbitrator deciding the dispute decided in favor of C-Sculptures. *Id.* The arbitrator’s award was thereafter affirmed by both the circuit court and the court of appeals. *Id.*

The South Carolina Supreme Court granted a writ of certiorari and held the arbitrator “manifestly disregarded the law in declining to dismiss the action” filed by C-Sculptures. *Id.* at 360-61. The Court stated that “the plain language of section 40-11-370(C) is clear, defined, explicit, and unquestionably applicable, yet the arbitrator simply chose to ignore it.” *Id.* The Court stated that it was undisputed that C-Sculptures was “general contractor” that performed

“general construction” within the meaning of S.C. Code Section 40-11-20(8) and (9). *Id.* The Court then quoted S.C. Code Section 40-11-30, which states “No entity or individual may practice as a contractor by performing or offering to perform contracting work for which the total cost of construction is greater than five thousand dollars for general contracting . . . *without a license issued in accordance with this chapter.*” *Id.* (emphasis in original).

Finally, the Court cited S.C. Code Section 40-11-370. Section 40-11-370(A) states: “It is unlawful to use the term “licensed contractor” or to perform or offer to perform general or mechanical construction without first obtaining a license as required by this chapter.” *Id.* Section 40-11-370(C) states that an “entity which does not have a *valid license* as required by this chapter may not bring an action either at law or in equity to enforce the provisions of a contract.” *Id.* (emphasis in original). The Court stated that “[t]he term ‘valid’ is clear and unambiguous, and leaves no room for statutory construction.” *Id.* Since C-Sculptures did not have the appropriate license for the contract, the Court held C-Sculptures could not bring the action to enforce the contract. *Id.* C-Sculptures attempted “to avoid the door-closing effect of section 40-11-370(C) by claiming it was merely ‘under-licensed,’” but the Court again stated that the word “valid” was without ambiguity and held C-Sculptures did not have a valid license. *Id.*

The *C-Sculptures* case is on point with the present case. Although Good disputes that he was to perform the full \$74,000 of work to be completed under the terms of the Contract, he admits that he was personally going to perform work in the amount of \$42,000. It is undisputed that Good was only licensed by LLR for contracts up to the amount of \$30,000, therefore, since Good did not have a valid license for the Contract, Section 40-11-370(C) bars Good from bringing this action.

Good asserts that Section 40-11-370 may be waived, and this is, to an extent, true. Section 40-11-370 is an affirmative defense, and like any affirmative defense, it may be waived by the failure to assert the defense in a responsive pleading. See *C-Sculptures*, 403 S.C. at 57-58, 742 S.E.2d at 361-62 (discussing cases where the defendant failed to plead Section 40-11-370 as a defense); *Earthscapes Unlimited Inc. v. Ulbrich*, 390 S.C. 609, 703 S.E.2d 221 (2010) (40-11-370 is affirmative defense and the failure to plead an affirmative defense is deemed a waiver of the right to assert it); *Madren v. Bradford*, 378 S.C. 187, 661 S.E.2d (Ct. App. 2008) (statutory prohibition is in the nature of an affirmative defense and should be pled); and *Costa and Sons Constr. Co, Inc. v. Long*, 306 S.C. 465, 412 S.E.2d 450 (Ct. App. 1991) (statute does not involve subject matter jurisdiction and may be waived by failing to assert it in responsive pleading).

In the present case, Means, both in her answer to the original complaint and in her answer to the amended complaint, clearly did plead Section 40-11-370 as a defense, therefore, she has not waived the statutory protection.

Good argues that Means knew that Good did not have a valid license for the work on the Home and that since Means had this knowledge, Means is estopped or has waived her right to the protection of S.C. Code Section 40-11-370. First, Means denies having this knowledge. Second, even if Means did have this knowledge, the South Carolina Court of Appeals has specifically held that a homeowner's knowledge that a contractor did not have a valid license would not prevent the application of the statute. In *Wagner v. Graham*, 296 S.C. 1, 370 S.E.2d 95 (Ct. App. 1988), the Court, faced with this argument, stated:

The law of estoppel is simply inapplicable to the facts of this case. Assuming, without so deciding, that it might be found by the preponderance of the evidence that the Homeowner was at the time of the agreement aware of the fact that the Contractor did not have a valid license, it would be of no comfort to the Contractor. The statute, as enacted by the Legislature, is for the benefit of the public. If one might avoid the impact of the statute by applying the law of estoppel, one could, by

a similar reasoning, avoid the act by agreement between the Contractor and Homeowner. Clearly this would not be allowed.

*Wagner*, 296 S.C. at 3, 370 S.E.2d at 96.

The application of Section 40-11-370 is clear and unambiguous. The South Carolina Supreme Court has held that a contractor who was unlicensed at the time the contract was entered into but obtained a license prior to the home being completed was barred from enforcing the contract. *Duckworth v. Cameron*, 270 S.C. 647, 244 S.E.2d 217 (1978). In *Roberta, Inc. v. Trust*, 274 S.C. 53, 260 S.E.2d 818 (1979), the contractor tried to argue that, either on a theory of contract, quantum meruit, or unjust enrichment, a prior version of the statute “should not be so construed as to bar recovery by an unlicensed builder for amounts paid to third parties for labor and materials used in construction, at least, to the extent that the landowner was benefitted.” *Roberta*, 274 S.C. at 54, 260 S.E.2d at 818. “In other words, [contractor] argues that the statute should be construed to prevent any benefit or profit to the unlicensed builder, but should not bar recovery for labor and materials used in the construction from which the unlicensed builder received no profit and from which the landowner received a benefit.” *Id.* at 818. The Court stated that it found “no basis in the statute for this construction” and denied recovery by the contractor. *Id.* at 818-19.

In the present case, I conclude Good did not have a valid license to enter into the Contract with Means, and for this reason, Good is barred, by both law and equity, from maintaining this action.

#### ORDERS

IT IS ORDERED that the plaintiff, Tony T. Good, be and hereby is denied judgment as to all causes of action set forth by him against the defendants, Tomekia Means and the United States Department of Agriculture, as Tony T. Good is barred from maintaining this action pursuant to S.C. Code Section 40-11-370(C).

IT IS FURTHER ORDERED that this matter be and hereby is dismissed with prejudice.

IT IS SO ORDERED!

*(Signature Page to Follow)*

**FORM 4**

**STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY  
IN THE COURT OF COMMON PLEAS**

**JUDGMENT IN A CIVIL CASE**

**CASE NO. 2017-CP-36-00598**

Tony T. Good,

Tomekia Means and United States Department of  
Agriculture,

PLAINTIFF(S)

DEFENDANT(S)

<b>Submitted by:</b> Dean A. Hayes, SC Bar No. 66066	<b>Attorney for:</b> <input type="checkbox"/> Plaintiff <input checked="" type="checkbox"/> Defendant or <input type="checkbox"/> Self-Represented Litigant
--	---

**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.  See Page 2 for additional information.
- 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:

**ORDER INFORMATION**

This order  ends  does not end the case.  
 Additional Information for the Clerk: \_\_\_\_\_

<b>INFORMATION FOR THE JUDGMENT INDEX</b>		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. **Note: Title abstractors and researchers should refer to the official court order for judgment details. E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.**

\_\_\_\_\_  
Circuit Court Judge

\_\_\_\_\_  
Judge Code

\_\_\_\_\_  
Date

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 2021 and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 2021 to attorneys of record or to parties (when appearing pro se) as follows:

Dean A. Hayes, SC Bar No. 66066  
McCabe, Trotter & Beverly, P.C.  
PO Box 212069, Columbia, SC 29221

Kyle B. Parker, SC Bar No. 71764  
Pope Parker Jenkins, PA  
PO Box 190, Newberry, SC 29108

George J. Conits, SC Bar No. 1356  
U.S. Attorney's Office  
55 Beattie Place, Ste. 700, Greenville, SC 29601

\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:**

**E-Filing Note:** In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Filers or who are appearing pro se. See Rule 77(d), SCRPC.

\_\_\_\_\_  
**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Newberry Common Pleas

**Case Caption:** Tony T Good VS Tomekia Means , defendant, et al  
**Case Number:** 2017CP3600598  
**Type:** Order/Judgment and Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2021-07-01 09:03:10 page 11 of 11

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R000012

**FORM 4 ORDER DATED JUNE 7, 2021**

R000013

FORM 4

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

JUDGMENT IN A CIVIL CASE

CASE NO. 2017 CP-36-00598

TONY T. GOOD  
PLAINTIFF(S)

TOMEKIA MEANS, ET AL  
DEFENDANT(S)

Submitted by:	Attorney for : <input type="checkbox"/> Plaintiff <input type="checkbox"/> Defendant
	or <input type="checkbox"/> Self-Represented Litigant

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.  See Page 2 for additional information.
- 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:

ORDER INFORMATION

PLAINTIFF'S CLAIM FOR MONETARY DAMAGES AND OTHER RELIEF IS BARRED INASMUCH AS PLAINTIFF DID NOT HAVE A VALID LICENSE FOR THE SCOPE OF WORK HE AGREED TO PERFORM FOR DEFENDANT MEANS. DEFENDANT MEANS' ATTORNEY IS TO PREPARE A FORMAL ORDER.

This order  ends  does not end the case.

INFORMATION FOR THE JUDGMENT INDEX		
Complete this section below when the judgment affects title to real or personal property or if any amount should be enrolled. If there is no judgment information, indicate "N/A" in one of the boxes below.		
Judgment in Favor of (List name(s) below)	Judgment Against (List name(s) below)	Judgment Amount To be Enrolled (List amount(s) below)
		\$
		\$
		\$
If applicable, describe the property, including tax map information and address, referenced in the order:		

The judgment information above has been provided by the submitting party. Disputes concerning the amounts contained in this form may be addressed by way of motion pursuant to the SC Rules of Civil Procedure. Amounts to be computed such as interest or additional taxable costs not available at the time the form and final order are submitted to the judge may be provided to the clerk. Note: Title abstractors and researchers should refer to the official court order for judgment details.

E-Filing Note: In E-Filing counties, the Court will electronically sign this form using a separate electronic signature page.

Circuit Court Judge  
SCRPC Form 4C (02/2017)

2155  
Judge Code

Date  
Page 1 of 4

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R000014

**For Clerk of Court Office Use Only**

This judgment was entered on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and a copy mailed first class or placed in the appropriate attorney's box on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ to attorneys of record or to parties (when appearing pro se) as follows:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE PLAINTIFF(S)**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
**ATTORNEY(S) FOR THE DEFENDANT(S)**

\_\_\_\_\_  
**CLERK OF COURT**

**Court Reporter:**

**E-Filing Note:** In E-Filing counties, the date of Entry of Judgment is the same date as reflected on the Electronic File Stamp and the clerk's entering of the date of judgment above is not required in those counties. The clerk will mail a copy of the judgement to parties who are not E-Fileers or who are appearing pro se. See Rule 77(d), SCRCP.

**ADDITIONAL INFORMATION REGARDING DECISION BY THE COURT AS REFERENCED ON PAGE 1.**

This action came to trial or hearing before the court. The issues have been tried or heard and a decision rendered.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



Newberry Common Pleas

**Case Caption:** Tony T Good VS Tomekia Means , defendant, et al  
**Case Number:** 2017CP3600598  
**Type:** Order/Form 4

S/R. LAWTON McINTOSH

S/R.LAWTON McINTOSH

Electronically signed on 2021-06-07 12:04:28 page 3 of 3

ELECTRONICALLY FILED - 2021 Jun 07 12:31 PM - NEWBERRY - COMMON PLEAS - CASE#2017CP3600598

R000016

**ORDER DATED NOVEMBER 22, 2019**

R000017

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )  
 )  
TONY T. GOOD, )  
 )  
 )  
Plaintiff, )  
 )  
 )  
vs. )  
 )  
 )  
TOMEKIA MEANS, )  
UNITED STATES DEPRATMENT )  
OF AGRICULTURE, )  
 )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
C/A No. 2017-CP-36-00598

ORDER

This matter is before the Court on Plaintiff's Amended Motion to Amend and Defendant United States Department of Agriculture's ("USDA") Motion for Summary Judgment. A hearing on the said motions was had on November 13, 2019.

At the call of the case, the Court was advised that an agreement regarding the disposition of the pending motions had been reached. Neither defendant contested the Plaintiff's motion to amend.<sup>1</sup> With respect to Defendant USDA's motion for summary judgment, which related only to Plaintiff's cause of action for specific performance, counsel for Defendant USDA and the Plaintiff agreed on the record that Plaintiff's amended complaint will not seek specific performance against the USDA.

Accordingly, Plaintiffs' motion to amend is granted consistent with the parties' agreement. Plaintiff will file and serve his amended complaint within fifteen (15) days of the entry of this order and the defendants will file and serve their respective responsive pleadings within thirty (30) days of receipt of service of the amended complaint.

AND IT IS SO ORDERED.

\_\_\_\_\_  
Michael G. Nettles  
Judge, Court of Common Pleas

\_\_\_\_\_  
South Carolina  
\_\_\_\_\_, 2019

<sup>1</sup> Counsel for Defendant Tomekia Means sent an email to the Court in the afternoon of November 12, 2019, indicating that he did not intend to contest the Plaintiff's motion.



Newberry Common Pleas

**Case Caption:** Tony T Good VS Tomekia Means , defendant, et al

**Case Number:** 2017CP3600598

**Type:** Order/Amend

So Ordered ,

s/ The Honorable Michael G. Nettles #2140

Electronically signed on 2019-11-22 09:37:58 page 2 of 2

ELECTRONICALLY FILED - 2019 Nov 22 10:29 AM - NEWBERRY - COMMON PLEAS - CASE#2017CP3600598

R000019

**ORDER DATED JULY 15, 2019**

STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT  
C/A No.: 2017-CP-36-00598

Tony T. Good,

Plaintiff,

vs.

Tomekia Means, United States Department  
of Agriculture,

Defendants.

**ORDER DENYING  
MOTION FOR SUMMARY JUDGMENT**

2/223.2

This matter is before the Court on Defendant Tomekia Means' Motion for Summary Judgment. A hearing on said motion was had on June 20, 2019.

This is an action in which Plaintiff seeks to recover moneys he alleges are owed to him for the construction of improvements to Defendant Means' property in Whitmire, South Carolina. Defendant USDA is Defendant Means' construction loan lender whom Plaintiff contends holds loan proceeds which should be released to him.

In her motion, Defendant Means asks this Court to dismiss the complaint based on S.C. Code § 40-11-370. She asserts that Plaintiff cannot recover on his claims because the contract is not in the same name as the name shown on his contractor's license and because she alleges the agreement of the parties called for work in excess of the limitations of his license. Plaintiff asserts that there are questions of fact in connection with the defense and that Defendant Means has either waived this defense or is estopped to assert it.

The provisions of S.C. Code § 40-11-370 are not jurisdictional and constitute only an affirmative defense. See, e.g., Earthscapes Unlimited, Inc. v. Ulbrich, 390 S.C. 609, 703 S.E.2d 221 (2010); Costa and Sons Const. Co., Inc. v. Long, 306 S.C. 465, 412 S.E.2d 450 (1991). The

defense may be waived and a defendant may be estopped to assert any such affirmative defense. See, Ulbrich, *supra*; see also, *e.g.*, Lovell v. C.A. Timbes, Inc., 263 S.C. 384, 210 S.E.2d 610 (1974) (holding conduct of a defendant can result in the defendant being estopped from asserting affirmative defense of statutes of limitation); Florence Printing Co. v. Parnell, 178 S.C. 119, 182 S.E. 313 (holding that conduct of defendant results in the defendant being estopped to assert affirmative defense of the statute of frauds).

Here, the record before the Court viewed in the light most favorable to the Plaintiff as the non-moving clearly presents, at a minimum, questions of fact. Therefore, her motion for summary judgment denied.

AND IT IS SO ORDERED.

*Signature page to follow.*



Newberry Common Pleas

**Case Caption:** Tony T Good VS Tomekia Means , defendant, et al  
**Case Number:** 2017CP3600598  
**Type:** Order/Summary Judgment

It is so ordered

Eugene C. Griffith, Jr. 2154

Electronically signed on 2019-07-15 09:44:58 page 3 of 3

ELECTRONICALLY FILED - 2019 Jul 15 11:39 AM - NEWBERRY - COMMON PLEAS - CASE//2017CP3600598

R000023

**AMENDED SUMMONS AND COMPLAINT FILED DECEMBER 6, 2019**

R000024

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )  
 )  
TONY T. GOOD, )  
 )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TOMEKIA MEANS, )  
UNITED STATES DEPRATMENT )  
OF AGRICULTURE, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS

C/A No. 2017-CP-36-00598

AMENDED  
SUMMONS

**TO THE ABOVE NAMED DEFENDANTS:**

**YOU ARE HEREBY SUMMONED** and required to serve an Answer to the Complaint in this action, a copy of which is served upon you, and to serve a copy of your answer upon the subscriber at his address, 1508 College Street (Post Office Drawer 190), Newberry, South Carolina 29108, within thirty (30) days after the service hereof upon you, exclusive of the day of such service; and should you fail to appear and defend, judgment by default will be entered against you for the relief demanded in said Complaint.

**POPE PARKER JENKINS, P.A.**

/s/ Kyle B. Parker  
Kyle B. Parker  
1508 College Street  
P.O. Box 190  
Newberry, South Carolina 29108  
(803) 276-2532

Attorneys for the Plaintiff

Newberry, South Carolina  
December 6, 2019

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF NEWBERRY	)	C/A No. 2017-CP-36-00598
	)	
TONY T. GOOD,	)	
	)	
Plaintiff,	)	AMENDED
	)	COMPLAINT
vs.	)	
	)	
TOMEKIA MEANS,	)	
UNITED STATES DEPRATMENT	)	
OF AGRICULTURE,	)	
	)	
Defendants.	)	
	)	

Plaintiff, by and through the undersigned counsel, complaining of the defendant herein, would respectfully show unto the Court as follows:

1. Plaintiff is a citizen and resident of Newberry County, South Carolina operating a contracting business which performed the work herein described on property belonging to Defendant Tomekia Means located in Newberry County.

2. Defendant Tomekia Means is, upon information and belief, a citizen and resident of Newberry, County, South Carolina.

3. Defendant United States Department of Agriculture (sometimes hereinafter, "USDA") is an agency of the government of the United States of America.

4. This is an action seeking damages or restitution relating to the breach of an agreement between Plaintiff and Defendant Tomekia Means for the construction of certain improvements to property of Defendant Tomekia Means located in Newberry County, South Carolina.

5. Therefore, this Court has jurisdiction of the subject matter and venue properly rests in Newberry County.

6. The property, which is the subject of this action and known as 342 Leaman Avenue, Whitmire, SC 29178 bearing Newberry County Tax Map No: 313-1-6-4 (sometimes hereinafter "subject property" or "property"), is more particularly described as follows:

All that certain piece, parcel or lot of land, with buildings and improvements thereon, situate, lying and being in the town of Whitmire, in the County of Newberry, State of South Carolina, and being bounded on the North by Slayton Street; on the West by lands now or formerly of Raymond Charles Ellison; on the South by lands now or formerly of Charles Ellison; and on the East by Leaman Avenue. Reference is further made to plat recorded in the Office of the Clerk of Court for Newberry County in Plat Book 8 at Page 264.

7. In the fall of 2015, Plaintiff was approached by Defendant Means regarding some construction work that she needed at the subject property when she came to Plaintiff's home to discuss the nature and scope of the work. She reported that she got Plaintiff's name from another customer, that she admired Plaintiff's work, and wanted Plaintiff to consider taking the job.

8. Plaintiff later visited the property to assess the scope of the work. Defendant Means was present at the time. The home on the property was only partially completed, the prior contractor having abandoned the project.

9. At both initial meetings with Defendant Means, Plaintiff clearly explained the limitations of Plaintiff's contractor's license. At the time, Plaintiff was not licensed to conduct HVAC, electrical or plumbing work. Plaintiff explained that those tradesmen would have to pull their own building permits and that, while Plaintiff would discuss the project with tradesmen he knew and trusted, their work would not be a part of what he would be doing.

10. Despite having been informed of the limitations of Plaintiff's license, Defendant Means insisted that Plaintiff take the job.

11. In the late fall of 2015, Defendant Means went so far as to inquire of the Newberry County Building & Zoning Department the status of the prior building permit. She reported to Plaintiff that the permit of the prior contractor was still active, and insisted that this meant that Plaintiff's license limitations would not be an issue because he would not have to pull a permit at all.

12. Plaintiff explained to Defendant Means that he did not feel comfortable beginning work under the prior contractor's permit and would not do so.

13. Nevertheless, Defendant Means asked that Plaintiff consult with HVAC, electrical and plumbing contractors that he trusted and report to her the total cost of the project including the cost of these tradesmen's work and Plaintiff's. Plaintiff did so and prepared an estimate as he

would for any other job with Defendant Means' understanding that the work of these tradesmen would not be a part of the work he would perform.

14. Defendant Means was obtaining a loan from Defendant USDA to fund the completion of the home on the property. After having received Plaintiff's estimate, Defendant Means asked Plaintiff to meet her at USDA's Newberry Office in late December 2015. There, she and Plaintiff met with Melissa Mays of the USDA in order to discuss the project and its funding.

15. At this meeting, Plaintiff, again, explained to Defendant Means and Mrs. Mays the limitations of his license. Plaintiff provided copies of his license to both Defendant Means and Mrs. Mays at this meeting. Mrs. Mays retrieved all pertinent information concerning Plaintiff's license from SCLLR. Copies of both Plaintiff's license and the information from SCLLR were provided to Defendant Means at that time.

16. Nonetheless, Defendant Means asked Mrs. Mays to find a way to allow Plaintiff to begin work. Mrs. Mays indicated that a USDA form contract was required to get the funding of the project started. Mrs. Mays then prepared the form contract and attached Plaintiff's estimate to it to describe the work. While the contract Mrs. Mays prepared did not specifically address the matter of the license limitations, it was indicated during the hours long meeting that the amounts payable for the HVAC, electrical and plumbing work would be backed out of the contract when that work was completed with those tradesmen securing their own subsequent USDA form contracts.

17. It was explained to Plaintiff that an initial USDA form contract for the total costs of the project was necessary in order to close Defendant Means' loan and secure the funding necessary to complete the work. Defendant Means wanted to get the work started as soon as possible; so, she asked Plaintiff to sign the contract Mrs. Mays prepared for this purpose. It was explained to Plaintiff that this requirement was a mere technicality and that everyone clearly understood what work Plaintiff was licensed to perform and what work he was not. At Defendant Means insistence and with that understanding, Plaintiff signed the contract as requested.

18. The following month, after Defendant Means' loan was approved and closed, Plaintiff went to Newberry County Building & Zoning to pull the permit for the work that he would be performing.

19. Thereafter, Plaintiff proceeded to do the work he agreed to perform, and the other tradesmen pulled their own permits for their work precisely in the manner described in the meeting at the USDA office.

20. Defendant Means never once mentioned to Plaintiff any objection or confusion concerning the matter of Plaintiff's license or the performance of the work until the home was entirely completed. In fact, she found no fault until it came time to pay.

21. Defendant Means, at that point, refused to sign off on the final draw to Plaintiff. She did so while seeking to justify her conduct by filing complaints with USDA, SCLLR and Newberry County concerning the quality of the work. Most of these complaints related to work performed by the prior contractor that abandoned the project. Inspectors for USDA, SCLLR and Newberry County found that "no violations were observed [at the property] with regards to...substandard work."

22. Nevertheless, as a result of her obstinance, USDA ultimately reduced the amount of Defendant Means' loan by a total of approximately \$37,200 (the very amount owed to Plaintiff).

23. Defendant Means, with full knowledge of the limitations of Plaintiff's license, intentionally, expressly and in the presence of Mrs. Mays disregarded the same and insisted that Plaintiff sign the USDA form contract to allow for her loan to be closed and funded so that the work could begin despite the fact that she understood that every bit of the work required that Plaintiff was not licensed to perform would be done by others whom she, in coordination with Mrs. Mays, would make later, separate arrangements with.

24. Based on Defendant Means insistence and Mrs. Mays' assurances, Plaintiff undertook to perform and complete the work he was licensed to do. Defendant Means remained silent and watched as her home was completed and only then did she raise the issue of Plaintiff's license and is now attempting to keep the benefit of Plaintiff's work without paying for it.

**FOR A FIRST CAUSE OF ACTION  
(SPECIFIC PERFORMANCE)**

25. Each and every allegation of paragraphs 1 through 24 above is hereby re-alleged as if fully set out herein.

26. For valuable consideration, plaintiff and Defendant Means entered into the aforementioned contract.

27. Said contract provides in pertinent part:

“Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner and Rural Development [USDA], and compliance with all terms and conditions of this contract, the amount due the contractor will be paid.”

28. Plaintiff has performed all of the work required under the contract and additional work outside of the contract.

29. All that is required to complete the contract is the payment of the last installment of \$37,200 to Plaintiff.

30. Defendant USDA has, upon information and belief, accepted the work performed under the contract; however, Defendant Tomekia Means has failed and refuses to acknowledge acceptance of said work without legal excuse. Nevertheless, due to her failure to do so, Defendant USDA has taken the position that it cannot release the funds which compensate Plaintiff for the work performed and materials provided (including approximately \$20,000 of materials purchased by Plaintiff and installed in the now completed home resided in by Defendant Tomekia Means for which he has not been reimbursed).

31. The contract was prepared by representatives of USDA on forms such representatives provided. Plaintiff entered the contract relying on USDA to make the payments set forth in the payment schedule provided therein. In these circumstances, Plaintiff is informed and believes that, as an equitable matter, he is entitled to an order of this Court requiring Defendant Means' specific performance of the contract.

**FOR A SECOND CAUSE OF ACTION  
(BREACH OF CONTRACT)**

32. Each and every allegation of paragraphs 1 through 31 above is hereby re-alleged as if fully set out herein.

33. For valuable consideration, plaintiff and defendant Tomekia Means entered into the said contract as heretofore set forth.

34. Defendant Tomekia Means has breached said contract by failing to pay plaintiff all sums owed pursuant to the contract, although due demand has been made.

35. As a direct and approximate result of the breach of such contract by defendant Tomekia Means, plaintiff has suffered actual damages in the amount of \$37,200, plus such

consequential damages as may be more fully proven at the trial of this case, plus pre-judgment interest as may be allowed by law.

39. Plaintiff is entitled to judgment against the defendant Tomekia Means for actual damages in the amount of \$37,200, plus any such consequential damages, pre-judgment interest, costs, and disbursements of this action.

**FOR A THIRD CAUSE OF ACTION  
(UNJUST ENRICHMENT)**

40. Each and every allegation of paragraphs 1 through 39 above is hereby re-alleged as if fully set out herein.

41. All worked performed by plaintiff was at the express instance and request of Defendant Means and/or for her benefit.

42. Defendant Tomekia Means realized the benefit of the work of the plaintiff on the subject property, having now a completed home in which she can and now does reside as opposed to an unlivable, half completed structure.

43. It would be inequitable for Defendant Means to retain the benefit of the work of the plaintiff by improving the subject property without paying the plaintiff for the full value of his work.

44. The remaining reasonable value of the work pertaining to the improvements constructed by the plaintiff upon the subject property for which payment has not been made to the plaintiff is \$37,200.

45. Plaintiff is informed and believes that it is entitled to recover from Defendant Means the principal amount of \$37,200 together with pre-judgment interest and the costs associated with this action.

**FOR A FOURTH CAUSE OF ACTION  
(Negligent Misrepresentation/Constructive Fraud)**

46. Each and every allegation of paragraphs 1 through 45 above is hereby re-alleged as if fully set out herein.

47. Defendant Means made material representations to Plaintiff regarding her intentions and purpose of insisting that Plaintiff sign the USDA form contract thus allowing the closing of Defendant Means' loan.

48. At no time prior the completion of the improvements did Defendant Means indicate she had any issues with or objection to Plaintiff's license, instead indicating that she wanted Plaintiff to do the work his was licensed for and only wanted Plaintiff to sign the USDA form contract so as to allow her loan to close so as to finance the completion of her home.

49. Defendant Means had a duty to see that Plaintiff had truthful information concerning her true intentions prior to the beginning of the work upon the subject property; yet, Defendant Means breached that duty by concealing her true intentions relating to the Plaintiff's work on the property and the reasons for insisting that he sign the USDA form contract despite her full understanding of Plaintiff's license limitations.

50. Defendant Means had a pecuniary interest in making the representations inducing Plaintiff to perform the work and knew and intended that Plaintiff rely on such representations.

51. Plaintiff justifiably relied on the representations which has resulted in damages to Plaintiff.

52. Plaintiff is, therefore, informed and believes that he is entitled to judgment against Defendant Means for his actual damages, plus punitive damages, prejudgment interest, costs and attorney's fees.

**FOR A FIFTH CAUSE OF ACTION**  
(Fraud in the Inducement)

53. Each and every allegation of paragraphs 1 through 52 above is hereby re-alleged as if fully set out herein.

54. Defendant Means had knowledge that such representations were false and intended that Plaintiff act upon such representations.

55. Plaintiff had no way of knowing the representations were false, and but for such representations, Plaintiff would never have agreed to undertake the work on the subject property, and as a result Plaintiff has suffered damages..

56. Plaintiff is, therefore, informed and believes that he is entitled to judgment against Defendant Means for his actual damages, plus punitive damages, prejudgment interest, costs and attorney's fees.

**FOR A SIXTH CAUSE OF ACTION**  
(Equitable Lien)

57. Each and every allegation of paragraphs 1 through 56 above is hereby re-alleged as if fully set out herein.

58. The parties intended that the improvements made by Plaintiff in and to the subject property constitute a charge upon the subject property which gives rise to an equitable lien in favor of Plaintiff therein securing the payment to Plaintiff of the amount due him for the construction of the improvements.

59. Upon information and belief, USDA had actual knowledge of the Plaintiffs claim of a lien in the amount of \$37,200 in the subject property prior to any finalization or other disbursement of the balance of the proceeds of its loan to defendant Tomekia Means.

60. Therefore, Plaintiff's lien is, upon information and belief, prior to any mortgage of USDA to the extent of such lien.

61. Plaintiff is, therefore, informed and believes that he is entitled to a judgment of foreclosure upon said equitable lien and selling the subject property according to law and the practice of this Court subject and without prejudice to the interest of any prior interest of USDA as determined by this Court and applying the proceeds of any such sale as follows: first to the costs and expenses of the within action; and second to the payment and discharge of the amount found due to Plaintiff; and third, the surplus, if any, be distributed according to law.

WHEREFORE, plaintiff prays the Court inquire into the matter and issue its Order as follows:

A. requiring Defendant Means to specifically perform the aforementioned construction contract; or

B. Awarding plaintiff actual damages against defendant Tomekia Means in the amount of \$37,200, plus such consequential damages as may be proven at the trial of this matter, pre-judgment interest as allowed by law; or

C. Entering judgment in favor of the plaintiff for the value of (including pre-judgment interest, attorneys' fees and costs) against defendant Tomekia Means; and;

D. declaring Plaintiff has an equitable lien in the subject property in the amount of such judgment and determining the priority of the lien of USDA and Plaintiff in the subject property; and,

E. entering judgment of foreclosure upon said equitable lien and selling the subject property according to law and the practice of this Court and applying the proceeds of any such sale as follows: first to the costs and expenses of the within action; and second to the payment and discharge of the amount found due to Plaintiff; and third, the surplus, if any, be distributed according to law; and,

F. For such other and further relief as this Court deems just and proper.

**POPE AND HUDGENS, P.A.**

/s/ Kyle B. Parker  
Kyle B. Parker  
1508 College Street  
P.O. Box 190  
Newberry, South Carolina 29108  
(803) 276-2532

Attorneys for Plaintiff

Newberry, South Carolina  
December 6, 2019

**ANSWER OF DEFENDANT TOMEKIA MEANS FILED DECEMBER 23, 2019**

R000035

STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT  
C/A No.: 2017-CP-36-00598

Tony T. Good,  
Plaintiff,

v.

Tomekia Means; United States Department of  
Agriculture,  
Defendants.

**DEFENDANT TOMEKIA MEANS'  
ANSWER TO PLAINTIFF'S AMENDED  
COMPLAINT**

21223.2

**TO: KYLE B. PARKER, ESQ., COUNSEL FOR PLAINTIFF:**

The Defendant, Tomekia Means, responding to the allegations set forth in Plaintiff's Amended Complaint, respectfully responds as follows:

1. Any allegation in Plaintiff's Amended Complaint not specifically admitted is denied.
2. The allegations set forth in paragraphs 1, 2, and 3 of the Amended Complaint are admitted.
3. As to the allegations set forth in paragraph 4 of the Amended Complaint, Tomekia Means admits so much of the allegations that allege this is an action seeking damages or restitution for the alleged breach of an agreement regarding improvements to be made to property in Newberry County and that Tomekia Means was a party to the agreement; however, Tomekia Means denies the allegations of paragraph 4 to the extent the allegations allege she breached the agreement.
4. Tomekia Means is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 5 of the Amended Complaint.

5. The allegations set forth in paragraph 6, 7, and 8 of the Amended Complaint are admitted.

6. Tomekia Means is without knowledge or information sufficient to form a belief as to the truth of the allegation set forth in paragraph 9 of the Amended Complaint that allege Plaintiff was not licensed to conduct HVAC, electrical, or plumbing work. The remaining allegations set forth in paragraph 9 of the Amended Complaint are denied.

7. The allegations set forth in paragraphs 10, 11, and 12 of the Amended Complaint are denied.

8. Tomekia Means admits so much of paragraph 13 of the Amended Complaint that alleges Plaintiff provided an estimate for the cost of the project. The remaining allegations set forth in paragraph 13 are denied.

9. The allegations set forth in paragraph 14 of the Amended Complaint are admitted.

10. Tomekia Means denies the allegation in paragraph 15 of the Amended Complaint that alleges Plaintiff explained the limitations of his license and that Plaintiff provided a copy of his license. Tomekia Means admits the allegation in paragraph 15 that Mrs. Mays retrieved pertinent information concerning Plaintiff's license from LLR, but Mrs. Mays has testified that the limitation with regard to the license was overlooked.

11. Tomekia Means admits the allegations in paragraph 16 of the Amended Complaint that alleges Mrs. Mays prepared a contract and attached to it Plaintiff's estimate to perform certain work. The remaining allegations set forth in paragraph 16 are denied.

12. As to the allegations set forth in paragraph 17 of the Amended Complaint, Tomekia Means admits only the allegations that it was explained that a contract needed to be

signed to secure the funding and that Ms. Means wanted to get the work started as soon as possible. The remaining allegations set forth in paragraph 17 are denied.

13. Tomekia Means admits so much of paragraph 18 of the Amended Complaint that alleges her loan was approved and closed. Tomekia Means is without knowledge or information sufficient to form a belief as to the truth of the remaining allegations set forth in paragraph 18.

14. Tomekia Means admits so much of paragraph 19 of the Amended Complaint that alleges Plaintiff proceeded to do work. The remaining allegations set forth in paragraph 19 are denied.

15. As to the allegations set forth in paragraph 20 of the Amended Complaint, Tomekia Means was unaware of the limitations on Plaintiff's license until Plaintiff had done significant work on the house at issue in this case. The remaining allegations set forth in paragraph 20 are denied.

16. As to the allegations set forth in paragraph 21 of the Amended Complaint, Tomekia Means admits the allegations that she refused to sign off on the final draw to Plaintiff and that after several inspections, the property passed inspections with the USDA, the SCLLR, and Newberry County, but Tomekia Means believes Plaintiff's work is substandard. The remaining allegations set forth in paragraph 21 are denied.

17. As to the allegations set forth in paragraph 22 of the Amended Complaint, Tomekia Means admits the amount of the loan was reduced by \$37,200.00 at her insistence that Plaintiff's work was substandard.

18. The allegations set forth in paragraphs 23 and 24 of the Amended Complaint are denied.

**AS A FIRST DEFENSE TO THE FIRST CAUSE OF ACTION**  
**(General Denial)**

19. The responses set forth above are realleged as fully as if set forth verbatim herein.
20. No response is required to the statement set forth in paragraph 25 of the Amended Complaint.
21. The allegations set forth in paragraphs 26 and 27 of the Amended Complaint are admitted.
22. The allegations set forth in paragraphs 28 and 29 of the Amended Complaint are denied.
23. The allegations set forth in paragraph 30 of the Amended Complaint are admitted to the extent that the allegations allege Tomekia Means has not accepted Plaintiff's performance under the contract; however, the allegations of paragraph 30 are denied to the extent the allegations allege or imply the acceptance is without legal excuse. Tomekia Means is without knowledge or information sufficient to form a belief as to the truth of the allegations set forth in paragraph 30 regarding the position of Defendant United States Department of Agriculture.
24. The allegations set forth in paragraph 31 of the Amended Complaint are denied to the extent it alleges Plaintiff is entitled to specific performance. Tomekia Means is without knowledge or information sufficient to form a belief as to the remaining allegations set forth in paragraph 31.

**AS A FIRST DEFENSE TO THE SECOND CAUSE OF ACTION**  
**(General Denial)**

25. The responses set forth above are realleged as fully as if set forth verbatim herein.
26. No response is required to the statement set forth in paragraph 32 of the Amended Complaint.
27. The allegations set forth in paragraph 33 are admitted to the extent the allegations allege there was a contract between Plaintiff and Tomekia Means; however, the allegations of paragraph 33 are denied to the extent the allegation allege or imply that Plaintiff properly preformed his obligations under the terms of the contract.

28. The allegations set forth in paragraphs 34, 35, and 39 (the Amended Complaint does not have paragraphs numbered as 36, 37, or 38) of the Amended Complaint are denied.

**AS A FIRST DEFENSE TO THE THIRD CAUSE OF ACTION**  
**(General Denial)**

29. The responses set forth above are realleged as fully as if set forth verbatim herein.

30. No response is required to the statement set forth in paragraph 40 of the Amended Complaint.

31. The allegations set forth in paragraphs 41, 42, 43, 44, 45 of the Amended Complaint are denied.

**AS A FIRST DEFENSE TO THE FOURTH CAUSE OF ACTION**  
**(General Denial)**

32. The responses set forth above are realleged as fully as if set forth verbatim herein.

33. No response is required to the statement set forth in paragraph 46 of the Amended Complaint.

34. The allegations set forth in paragraphs 47, 48, 49, 50, 51, and 52 of the Amended Complaint are denied.

**AS A FIRST DEFENSE TO THE FIFTH CAUSE OF ACTION**  
**(General Denial)**

35. The responses set forth above are realleged as fully as if set forth verbatim herein.

36. No response is required to the statement set forth in paragraph 53 of the Amended Complaint.

37. The allegations set forth in paragraphs 54, 55 and 56 of the Amended Complaint are denied.

**AS A FIRST DEFENSE TO THE SIXTH CAUSE OF ACTION**  
**(General Denial)**

38. The responses set forth above are realleged as fully as if set forth verbatim herein.

39. No response is required as to the statement set forth in paragraph 57 of the Amended Answer.

40. The allegations set forth in paragraphs 58, 59, 60, and 61 of the Amended Complaint are denied.

**AS A SECOND DEFENSE TO ALL CAUSES OF ACTION**  
**(Engaging in Construction Under Assumed Name)**

41. The responses set forth above are realleged as fully as if set forth verbatim herein.

42. Under the terms of the contract between plaintiff and Tomekia Means, the total cost of construction to be provided by plaintiff was \$74,000.00.

43. In the contract, which is dated December 31, 2015, the "contractor" is listed as being "Tony T. Good", who is the plaintiff in this case.

44. Since the total cost of construction under the terms of the contract was greater than \$5,000.00, plaintiff was required, pursuant to S.C. Code Section 40-11-30, to have a general contractor's license issued in accordance with Chapter 11 of Title 40 of the South Carolina Code of Laws.

45. The general contractor's license under which the plaintiff, Tony T. Good, was operating at the time the contract was entered into was a general contractor's license issued by the Contractor's Licensing Board of the South Carolina Department of Labor, Licensing and Regulation having the license number of G107096, the general contractor's name as being "Good Building", and the classification and group limitation as being "BD1."

46. South Carolina Code Section 40-11-370(B) states, in relevant part: "It is unlawful to engage in construction under a name other than the exact name which appears on the license issued pursuant to this chapter."

47. South Carolina Code Section 40-11-370(C) states, in relevant part: "An entity that enters into a contract to engage in construction in a name other than the name that appears on its license may not bring an action either at law or in equity to enforce the provisions of its contract."

48. Since plaintiff entered into the contract in question in a name other than the exact name on license number G107096, plaintiff is barred from bring this action.

**AS A THIRD DEFENSE TO ALL CAUSES OF ACTION  
(Not Having Valid License for the Contract)**

49. The responses set forth above are realleged as fully as if set forth verbatim herein.

50. Pursuant to the Contractor's Licensing Board's classification and group limitations at all times relevant to the contract in question, a general contractor having the classification and group limitation of "BD1" was only authorized to contract for construction up to the amount of \$30,000.00.

51. Because the contract in question was for construction in the amount of \$74,000.00, plaintiff did not have a valid license to enter into the contract.

52. South Carolina Code Section 40-11-370(C) provides, in relevant part: "An entity which does not have a valid license as required by this chapter may not bring an action either at law or in equity to enforce the provisions of a contract."

53. Since the plaintiff did not have a valid license to enter into the contract, plaintiff is barred from bring this action.

**NOTICE REGARDING S.C. CIVIL PROCEEDINGS SANCTIONS ACT  
(15-36-10 et. seq.)**

54. The responses set forth above in paragraphs 1 through 32 are realleged as fully as if set forth herein.

55. Plaintiff brought this action with full knowledge that South Carolina Code Section 40-11-370(C), and the case law citing it, barred him from bringing this action; therefore, the defendant, Tomekia Means, provides notice that after judgment in her favor, she intends to seek sanctions against plaintiff pursuant to the South Carolina Civil Proceedings Sanctions Act.

Wherefore, having fully responded to plaintiff's complaint, the defendant, Tomekia Means, prays for the following:

- a) that plaintiff be denied the relief requested in the complaint;
- b) that plaintiff's complaint be dismissed with prejudice;
- c) that defendant obtain sanctions against plaintiff, including, but not limited to, the attorney's fees and costs incurred by defendant in this action; and
- d) that for such other and further relief as the court deems just and proper.

/s/Dean A. Hayes  
Dean A. Hayes, SC Bar No. 66066  
**MCCABE, TROTTER & BEVERLY, P.C.**  
Post Office Box 212069 (29221)  
4500 Fort Jackson Blvd., Suite 250  
Columbia, South Carolina 29209  
Phone: (803) 724-5000 Fax: (803) 724-5001  
Email: [Dean.Hayes@mccabetrotter.com](mailto:Dean.Hayes@mccabetrotter.com)  
**ATTORNEY FOR DEFENDANT  
TOMEKIA MEANS**

December 23, 2019  
Columbia, South Carolina

**ANSWER OF DEFENDANT USDA FILED DECEMBER 30, 2019**

STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY

Tony T. Good,  
Plaintiff,

v.

Tomekia Means; United States  
Department of Agriculture,  
Defendants.

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT

CASE NO: 2017-CP-36-00598

DEFENDANT UNITED STATES  
DEPARTMENT OF AGRICULTURE  
ANSWER TO PLAINTIFF'S AMENDED  
COMPLAINT

**TO: KYLE B. PARKER, ESQ., COUNSEL FOR PLAINTIFF:**

Defendant, United States of America, by and through the **United States Department of Agriculture**, (hereinafter **USDA**) and answering the **Amended Complaint** filed herein, would respectfully show unto the Court that:

1. Each and every allegation of the **Amended Complaint** not hereinafter admitted or otherwise explained is denied and strict proof demanded thereof.
2. The Defendant **USDA** admits only those allegations of the **Amended Complaint** that allege the Defendant **USDA** holds a first mortgage and a first lien interest on the subject property.
3. The Defendant **USDA** has insufficient knowledge of and therefore denies and demands strict proof of all the remaining allegations of the **Amended Complaint**.

WHEREFORE, the Defendant, United States of America, on behalf of the **United States Department of Agriculture**, prays that its lien (s) be prioritized as a first mortgage and first lien interest on the subject property and protected in accordance with the laws of this State and the United States, that the debt secured by said mortgage and lien be

satisfied first from the sale proceeds if the property is sold, and that its statutory right of redemption, if any, be protected.

A. LANCE CRICK  
Acting United States Attorney  
District of South Carolina

By: s/ George J. Conits  
George J. Conits (#1356)  
Assistant United States Attorney  
55 Beattie Place, Suite 700  
Greenville, South Carolina 29601  
Phone No.: (864) 282-2100  
Fax No.: (864) 282-2145

Greenville, South Carolina  
December 30, 2019

**TRIAL TRANSCRIPT OF RECORD**

STATE OF SOUTH CAROLINA  
COUNTY OF NEWBERRY

IN THE COURT OF COMMON PLEAS

TONY T. GOOD, )  
 )  
 PLAINTIFF, )  
 )  
 )  
 -VS- )  
 )  
 TOMEKIA MEANS AND USDA, )  
 )  
 DEFENDANTS. )  
 \_\_\_\_\_ )

2017-CP-36-00598

TRANSCRIPT OF RECORD

APRIL 21, 2021  
NEWBERRY, SOUTH CAROLINA

BEFORE:

THE HONORABLE R. LAWTON McINTOSH

APPEARANCES:

ATTORNEY FOR PLAINTIFF:

KYLE B. PARKER, ESQ.

ATTORNEY FOR DEFENDANT:

DEAN HAYES, ESQ.

SUSAN W. HUDGINS  
CIRCUIT COURT REPORTER

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P-6	INSPECTION REPORT -----	6	7
P-7	LETTER FROM TONY GOOD 3/28/16 ----	6	7
P-8	INSPECTION REPORT -----	6	7
P-9	CERTIFICATE OF OCCUPANCY -----	6	7
P-10	INSPECTION FINDINGS -----	6	7
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P-14	BUILDING PERMIT -----	6	7

**EXHIBITS**

<b><u>NO</u></b>	<b><u>DESCRIPTION</u></b>	<b><u>ID</u></b>	<b><u>EVIDENCE</u></b>
D-1	CONSTRUCTION CONTRACT -----	6	7
D-2	QUOTE -----	6	7
D-3	REPAIRS -----	6	7
D-4	STOP WORK ORDER PHOTO -----	6	7
D-5	BUILDING PERMIT-----	6	7
D-6	REPAIRS -----	6	7
D-7	BUILDER'S LICENSE -----	6	7
D-8	CHANGE ORDER -----	6	7
D-9	PLAINTIFF'S RESPONSES -----	6	7
D-10	LETTER FROM CHRISTA BELL -----	6	7

EXHIBITS

<u>NO</u>	<u>DESCRIPTION</u>	<u>ID</u>	<u>EVIDENCE</u>
C-1	DEPOSITION OF TOMEKIA MEANS	----- 8	8
C-2	DEPOSITION OF TONY GOOD	----- 8	8

1           (Whereupon Plaintiff's exhibits 1 - 14 were marked for  
2 identification)

3           (Whereupon Defendant's exhibits 1 - 10 were marked for  
4 identification)

5           **THE COURT:** All right. Gentlemen, this is a little  
6 different configuration than we're used to, but we met in my  
7 chambers in pretrial. This is the case of Tony T. Good versus  
8 Tomekia Means and United States Department of Agriculture.

9           First, Mr. George Conits represents the USDA. And he's  
10 not present today, I think, with meeting with counsel his  
11 certain priority is liens against any judgment that may or may  
12 not be given in this case, right?

13           **MR. PARKER:** That's correct, Your Honor.

14           **MR. HAYES:** That's correct, Your Honor.

15           **THE COURT:** And my understanding is neither side has any  
16 objection to him not being present and participating this  
17 morning?

18           **MR. PARKER:** That's correct.

19           **MR. HAYES:** No objection, Your Honor.

20           **THE COURT:** All right. And we also discussed that you  
21 were going to pre-mark certain exhibits that y'all did not  
22 have an agreement -- or a problem with. I'm going to let you  
23 go forward, and they're going to be admitted without  
24 objection, is that correct on both sides?

25           **MR. PARKER:** That's correct, Your Honor. Specifically

1 it's Plaintiff's 1 through 14, Defendant's 1 through 10 in  
2 addition to any of the exhibits that are referenced in the  
3 deposition -- excerpts of depositions have been designated,  
4 all those exhibits have been stipulated as well.

5 (Whereupon Plaintiff's exhibits 1 - 14 were admitted into  
6 evidence)

7 (Whereupon Defendant's exhibits 1 - 10 were admitted into  
8 evidence)

9 **THE COURT:** All right. And, Mr. Parker, you told me  
10 earlier that while the defense has gotten their transcript,  
11 you have not, and you want to leave the record open to  
12 supplement the record just as a Court's exhibit with that  
13 deposition, is that correct?

14 **MR. PARKER:** If that's permissible with Your Honor,  
15 that's ---

16 **THE COURT:** Absolutely. You're going to make yours a  
17 Court exhibit as well or not?

18 **MR. HAYES:** Yes, Your Honor.

19 **THE COURT:** Probably be a smart idea.

20 **MR. HAYES:** Yes.

21 **THE COURT:** Okay. Let's go ahead and do that. Do you  
22 have your deposition -- have you marked it as a Court exhibit?  
23 I assume you have not.

24 **MR. HAYES:** I have not marked it as a Court exhibit.

25 **THE COURT:** Let's go ahead and do that. That way ---

1           **MR. HAYES:** Yes, sir.

2           (Whereupon the Court was speaking to the court reporter  
3 off the record)

4           **THE COURT:** Let's do this. I'm going to pre-mark that as  
5 number 1, Plaintiff's number 1 as a Court exhibit. So if you  
6 would just give it directly to the clerk. That way -- if  
7 you'd just write that down as being pre-marked as Court  
8 exhibit number 1 for the Plaintiff. And it's the deposition  
9 of whom?

10          **MR. PARKER:** Tomekia Means, Your Honor.

11          **THE COURT:** Defendant Tomekia Means?

12          **MR. PARKER:** Yes, Your Honor.

13          **THE COURT:** Okay. Are you Ms. Means?

14          **MS. MEANS:** (Affirmative nod).

15          **THE COURT:** And you're Mr. Good?

16          **MR. GOOD:** Yes, sir.

17          **THE COURT:** Very good.

18          (Whereupon Court's exhibit 1, deposition of Tomekia  
19 Means, will be sent to the clerk's office by Mr. Parker upon  
20 receipt)

21          (Whereupon Court's exhibit 2 was marked)

22          **THE COURT:** Any other pretrial matters we need to place  
23 on the record?

24          **MR. PARKER:** Your Honor, the only other item that I had  
25 that we spoke about is dispensing -- defense counsel and I

1 have stipulated that we can dispense with the actual  
2 publication of the excerpts of the deposition today by the  
3 parties, of course, subject to the Court's agreement to that.

4 **THE COURT:** Right. And I'm certainly fine with you not  
5 reading those to me. I can read it myself. We have the  
6 stipulations on both sides, I think.

7 **MR. PARKER:** That's correct, Your Honor.

8 **THE COURT:** Okay. So I'll read those. We won't have a  
9 decision today until I have the ability to read those. But as  
10 soon as I do, I will.

11 **MR. PARKER:** Okay.

12 **THE COURT:** All right.

13 **MR. HAYES:** Okay.

14 **THE COURT:** All right.

15 **MR. HAYES:** Thank you.

16 **THE COURT:** Anything, Mr. Hayes, from the defense side

17 ---

18 **MR. HAYES:** No, sir.

19 **THE COURT:** All right. Mr. Parker, would you call your  
20 first witness, please, sir.

21 **MR. PARKER:** Yes, sir. I call Tony T. Good.

22 **MADAM CLERK:** Sir, if I could get you to raise your right  
23 hand.

24 **Tony Good,** being duly sworn  
25 testified as follows;

1           **MADAM CLERK:** Please state your name for the record and  
2 have a seat.

3           **MR. GOOD:** Tony T. Good.

4           **THE COURT:** Mr. Good, if you would keep your mask down so  
5 I can hear you. And speak loud because you've got that little  
6 glass around you, so I can hear you, okay?

7           **MR. GOOD:** Okay.

8           **THE COURT:** All right. You may be seated. Could you  
9 pull that microphone a little bit closer to you, it helps the  
10 court reporter to be able to hear you. There you go. I might  
11 do a little thing to say to speak up. If you see that, just  
12 do that, okay?

13          **MR. GOOD:** Yes. Um-hum (affirmative).

14          **THE COURT:** Your witness, Mr. Parker.

15          **MR. PARKER:** Thank you, Your Honor.

16          **Direct Examination by Mr. Parker:**

17          Q. Okay. Mr. Good, where do you live?

18          A. 24-A Carlisle Whitmire Highway, Carlisle, South Carolina.

19          Q. Yes, sir. What do you do for a living?

20          A. I'm a contractor, do building and remodel.

21          Q. Okay. You do residential work or ---

22          A. Yes. Um-hum (affirmative).

23          Q. How long you been doing that?

24          A. Roughly 28 to 30 years.

25          Q. Twenty-eight to 30, is that what you said?

1 A. Twenty-eight to 30 years, right in there.

2 Q. Okay. And you have a license to do that?

3 A. I do.

4 Q. Okay. Can you tell the Court what type of license you  
5 had, what it allows you to do, that kind of thing?

6 A. My license is a general contractor license. And it just  
7 allow me to do the framing, masonry, and the roofing. Those  
8 are the items that I -- that I'm -- I'm more qualified in, but  
9 that's just -- that's the ones I have license under.

10 **THE COURT:** That's framing, masonry, and roofing?

11 A. And roofing.

12 Q. Okay. And so that license, that type of license, how  
13 long have you had that?

14 A. About 20 years.

15 Q. So did -- you understand we're here today to talk about a  
16 project that you did with Tomekia Means. Did there come a  
17 time that Ms. Means spoke to you about doing some work for  
18 her?

19 A. Yes. Matter of fact, she come to my house and -- she  
20 come to my house and asked me that would I come out and look  
21 at a project that she had, that someone else had built the  
22 house and asked me would I come and look at it and see what I  
23 can do to help her.

24 Q. Okay.

25 A. And I went out. She told me several times before I went

1 out because we -- we'd stay pretty busy, and I don't have time  
2 to just leave and just go and see to things like that. But  
3 she talked to me several times about it.

4 And then we got -- I give her a date where I'd meet her  
5 at -- at the house that she was going to do. And we met  
6 there. And she discussed the stuff that she wanted me to do  
7 and stuff like that. And I looked at it. And then I told her  
8 I'd get back with her.

9 Q. Okay. So did I understand you to say that you spoke with  
10 Ms. Means about the work she wanted you to do several times?

11 A. Yeah, we spoke several times.

12 Q. Okay. At least once at your house and at least once at  
13 her property, is that right?

14 A. Yeah. She spoke to me at my house the first time. And  
15 then I went by her place at the apartment where she stayed.  
16 And we went over some things several times.

17 Q. Okay. And so what -- these discussions were about --  
18 were about you helping her do some work at her house?

19 A. Yes. It was -- she was just mostly showing me the stuff  
20 that the other contractors had left and wanted me to see could  
21 I give her a price on doing what -- and that's when I told  
22 her, I said, well, I can do a lot of the work, but I can't do  
23 everything, you know what I'm saying? And that's when I told  
24 her I had other guys that was licensed and they could come in  
25 and help -- help us out with some of the stuff that I'm not

1 licensed to do.

2 Q. Okay. So in these several conversations that you had  
3 with Ms. Means, you were -- what you're telling the Court  
4 today is that you explained to her the limitations of your  
5 license in those conversations?

6 A. Oh, yes, I explained it to her, her and Mr. Means several  
7 times that, you know what I'm saying, I can only do certain  
8 things with my license, and I have to have someone else in  
9 other areas that she needed. And she said, well, ---

10 Q. Okay. Well, I'm going to show you what's been marked as  
11 Plaintiff's 1. And if you'll take a look at that, tell the  
12 Court what it is.

13 A. This is the lot -- the lot where the house is -- was  
14 built at.

15 Q. Okay. And just for purposes of the record, Plaintiff's 1  
16 shows the lot fronting on -- what street does it say?

17 A. It's on Leaman Avenue. That's where it's at. And this  
18 is ---

19 Q. My question is -- I'm sorry. My question is what street  
20 does the -- does Plaintiff's 1, the plat show?

21 A. 301 Duckett Street?

22 Q. Right. Now the actual address for this property has  
23 since changed, has it not?

24 A. Yes.

25 Q. Okay. What's the address of the house?

1 A. I think it's 342 Leaman Street -- Leaman Avenue in  
2 Whitmire.

3 Q. Would 432 Leaman Avenue be right?

4 A. Yeah. The number here probably is 432, yeah.

5 Q. Okay. And so, again, what Plaintiff 1 is showing us is  
6 the lot where Ms. Means' home is located, is that right?

7 A. It doesn't have Leaman Avenue, this is Duckett and  
8 Slayton Street.

9 Q. All right. Are you aware of the fact that -- let me back  
10 up. This property is located in what municipality? What  
11 township?

12 A. Whitmire.

13 Q. Okay. And that's in Newberry County, right?

14 A. Newberry County, yes.

15 Q. And you're aware that Whitmire recently changed their  
16 addresses for 911 purposes?

17 A. Yes. Yes.

18 Q. Is it fair to say that that would explain the difference  
19 between the description of the street on the plat versus what  
20 the name of the street is now?

21 A. Yes.

22 Q. Okay. But there's no question that the property where  
23 you did the work was 432 Leaman Avenue, right?

24 A. Leaman Avenue, yes.

25 Q. All right. So I'm going to show you what's been labeled

1 as Plaintiff's 2. And after you've had a chance to look at  
2 it, tell me what it is.

3 A. And this is the property where -- the one she first  
4 initially asked me to look at with her to give her a price on  
5 what I think it would cost and to do the work-wise.

6 Q. Yes, sir. Would you read the name of the document on the  
7 first page there? On the first page, right up at the top.

8 A. The appraisal report?

9 Q. Yes, sir. So it's an appraisal report prepared for --  
10 who does it say?

11 A. 303 Duckett Avenue, Whitmire, South Carolina.

12 Q. Uh-huh (affirmative). But it's ---

13 A. And prepared for USDA Chester area office.

14 Q. Okay. And so if you would turn to page 2.

15 **THE COURT:** Page what?

16 **MR. PARKER:** The next page, page 2 of that exhibit, which  
17 actually at the bottom of it is labeled page 13 of 34.

18 Q. And tell the Court what you see there.

19 A. This is the property -- the house that -- what I  
20 initially went to when I first met Ms. Means with this  
21 property.

22 Q. Okay. So this is the state of the property when Ms.  
23 Means first talked to you about doing work at the property?

24 A. Yes.

25 Q. Okay. And could you describe the condition that the

1 house was in as it's shown in the pictures in Plaintiff's 2?

2 A. They had a lot of deterioration because a lot of what --  
3 we looking at a lot of it I had to pull back off and put new  
4 boards in and stuff like that because it had been sitting so  
5 long. And I had to pull off some of the OSB boards around the  
6 perimeter of the house and re-wrap it before we even started  
7 doing any other finishing work to it.

8 Q. So the house as it appears in Plaintiff's 2, all of the  
9 condition that it's in, the work that had been done, the  
10 materials that are there, that kind of thing, the pictures do  
11 not depict anything that you did, is that right?

12 A. No, it's not.

13 Q. Okay. So all of this, the condition of the home, the  
14 work that had been done had been done by a prior contractor,  
15 is that right?

16 A. That's right.

17 Q. Do you remember the name of that prior contractor?

18 A. She did tell me the guy. It was -- the guy, he went out  
19 of business. He was out of Greenville or somewhere.  
20 Pennyworth, I think, she told ---

21 Q. Okay. In the general contracting industry is there a  
22 moniker, a description of the state of construction that the  
23 property was in at the time that you first looked at it with  
24 Ms. Means?

25 A. Re-say that again.

1 Q. How would you describe the progress of the construction  
2 as it existed when you first talked to Ms. Means about doing  
3 the work?

4 A. Well, it was a lot that had to be did prior to what he  
5 had done because he had put it in the dry, but the house had  
6 sit so long and it had looked like it had been somewhat  
7 vandalized then because some of the windows in the backside of  
8 the house and the door, they was out on the ground. And the  
9 bifold door -- not the bifold, but the sliding door was  
10 hanging off -- half the way off of the house. And it just  
11 looked like it had been vandalized.

12 And then when we went inside, a lot of the wiring was  
13 cut. It just like someone had been there and just did a lot  
14 of vandalizing to it. And I told her that, you know, it was  
15 something that we still could do and we'd try to see could we  
16 come up with something for her with that situation.

17 Q. Okay. Would you describe the condition -- the progress  
18 of the construction to that point as having been roughed-in?

19 A. It had been roughed-in, but over the -- over the years --  
20 'cause the house had sat for so many years and it had started  
21 deteriorating for the water getting to the exterior of the  
22 property. It didn't have the finishing to it, it started  
23 deteriorating.

24 And that was some of the -- some of the things I was  
25 telling her that we had to do before even -- because it was in

1 the dry, but wasn't nothing even started -- part of it just  
2 started -- couldn't finish 'cause that's what I was supposed  
3 to been doing was just doing the finishing of it.

4 Q. So you were going to do the finishing of it?

5 A. Right.

6 Q. But the state of the property at the time required you to  
7 re-do some of the work that the prior contractor did on the  
8 exterior ---

9 A. On the exterior part of it, um-hum (affirmative).

10 Q. So if you would, turn with me to -- it's the fourth page  
11 of exhibit 2. It says down at the bottom page 15 of 34. The  
12 picture at the top of that page, what does that show you?

13 A. It's beneath the house, the floor joists in the yard,  
14 plumbing work.

15 Q. Okay. So that shows you some plumbing work had been  
16 done?

17 A. Yes.

18 Q. And, again, you didn't do that?

19 A. No, I didn't.

20 Q. If you would turn to the next page. And the second and  
21 third pictures on the next page, tell the Court what that  
22 shows you.

23 A. This is in the bathroom.

24 Q. Okay.

25 A. I think this is into the master bedroom itself.

1 Q. Okay. And does this also show some plumbing work that  
2 had been done?

3 A. Yes.

4 Q. And I don't know if I've asked you this. Does it show  
5 any electrical work that had been done?

6 A. Yes, it's showing where it had the boxes and the wires.

7 Q. Okay. And you mentioned that there had been some  
8 electric wiring done. Tell the Court what that -- how much of  
9 that work had been done.

10 A. It had been wired -- the whole house had been wired, but  
11 someone had come in and clipped the wires.

12 Q. Okay. So in other words, the prior contractor had done  
13 all of the wiring, it just required some repair because of  
14 some vandalism, is that right?

15 A. That's right.

16 Q. So, again, you had met Ms. Means at the house when it was  
17 in this condition that's shown on Plaintiff's 2, right?

18 A. Yes.

19 Q. And so how many discussions would you say you've had with  
20 her from that point about what needed to be done?

21 A. Me and her, we -- we got together on numerous occasions.  
22 I would say -- 'cause I stopped at her apartment and spoke  
23 with her several times, I guess, two or three times at her  
24 apartment.

25 Q. Okay. And I think you touched on this earlier, but in

1 each one of these conversations with Ms. Means did you explain  
2 to her what your license allowed you to do and what it didn't  
3 allow you to do?

4 A. Yeah. I said that to her several times with that regard  
5 because I don't do anything outside of my -- my license.

6 Q. And, Mr. Good, do you do anything else for a living?

7 A. No, I don't.

8 Q. Is that why your license is important to you?

9 A. That's right.

10 Q. So -- now looking at the condition of the home when Ms.  
11 Means met with you at the house, generally speaking, tell the  
12 Court the scope of the work that needed to be done in order to  
13 finish the house.

14 A. Well, where it were when I found it -- like I said, we  
15 had to go back and do some exterior on the OSB board. And one  
16 of the guys that was friends with me and do the electrical  
17 work for me, he came in and I asked him to look at it and see  
18 what he'll do it for. And then we got with the heating and  
19 air guy.

20 We had very little of plumbing, but I still called  
21 someone on plumbing. But the guy that was going to do the  
22 plumbing work, he -- he didn't want to take on the job at all  
23 because it wasn't enough money involved for him to do the --  
24 any plumbing because it was just mostly the finishing of the  
25 plumbing.

1           So -- and that was something that it really didn't take  
2 anyone no more than just -- after we set the cabinets and  
3 stuff like that, just to make the connection to the pipes that  
4 they already had from the sinks and back to the plumbing.

5 Q.   Okay. And about that, just to be clear, what you're  
6 telling the Court is is that at the end of the day as far as  
7 the plumbing work that needed to be done, that essentially  
8 was, correct me if I'm wrong, if I'm misstating what you just  
9 said, but was just attaching the fixtures like toilets, and  
10 faucets, and that kind of thing?

11 A.   That's right. That's all that had to be did was the  
12 plumbing because all the plumbing was already did.

13 Q.   Okay. And so you mentioned that there had to be some  
14 electrical work done, some limited plumbing work done, and the  
15 rest of it was what?

16 A.   The finishing -- hanging insulation, sheetrock. We had  
17 to put another -- the flooring down on the subfloor. And then  
18 we just started doing the finishing on the painting, doing the  
19 carpet, ceramic tile.

20 Q.   Did you do any finishing to the exterior of the home?

21 A.   Yes. We put vinyl siding on it. But I had a masonry to  
22 come in and do the -- 'cause we did -- on the front entrance  
23 of it we did some bricks just on the front entrance and the  
24 side entrance. We did bricks on it. And the rest of it we  
25 put vinyl on it.

1 Q. Now all of that work that you just described, what work  
2 does your license not allow you to do?

3 A. Well, I can do any of the finishing work.

4 Q. All right.

5 A. My license -- I can do any finishing on it. I just can't  
6 do any electrical, plumbing, or heat and air under my license.

7 Q. All right. And in your conversations with Ms. Means did  
8 you explain that you weren't able to do those items?

9 A. I explained with her several times.

10 Q. All right. So y'all had these conversations about what  
11 needed to be done. And so what happened next?

12 A. Well, me and her got together and we went down to --  
13 well, she asked me to meet her down at USDS [sic] office.

14 Q. When you say USDS, you're meaning the Department of  
15 Agriculture office?

16 A. Right.

17 Q. Okay. Now prior to that meeting -- you just testified  
18 that you told her that you couldn't do the electrical,  
19 plumbing, and HVAC. Did she ask you to find the folks that  
20 could do those items?

21 A. Well, we spoke about it. And I told her that I had  
22 people that -- in my network that I usually used. And she  
23 said that was fine, that I could go ahead and just get quotes  
24 and stuff like that and just let her know what, you know, what  
25 was going on with the quotes with the guys and stuff who I was

1 -- who I deal with.

2 Q. So you offered to procure for her quotes from other  
3 tradesmen to do those items, electrical, plumbing, and HVAC?

4 A. That's right.

5 Q. And she agreed to let you do that?

6 A. She agreed to it.

7 Q. All right. So then I think you said you had a meeting at  
8 the Department of Agriculture office?

9 A. Yes. She called me and told me that she was -- she think  
10 she had the loan and everything, but she needed me -- well,  
11 she had the loan. She needed me to go down with her because  
12 she was going to use me as the contractor to do the work, so I  
13 had to be at the meeting in order to give the information to  
14 the USDS [sic] for what I had gathered.

15 Q. Right. Do you remember, if you don't it's okay, but do  
16 you remember around about when this meeting occurred?

17 A. It was back in 2015, '15 -- the latter part of '15, I  
18 think it was, somewhere in there, '16.

19 Q. So who was at this meeting?

20 A. Myself, Ms. Means, and Melissa Mayes.

21 Q. Okay. And Melissa Mayes, who is she?

22 A. She was -- she was handling her case. I don't know her  
23 position -- I think she a supervisor there.

24 Q. So she's an employee of the Department of Agriculture?

25 A. Yes.

1 Q. Okay. And so y'all -- it was just the three of y'all?

2 A. Just the three of us.

3 Q. And so how long was this meeting? Do you remember?

4 A. We might have been there, I guess a hour, hour to hour  
5 and a half.

6 Q. Okay. So tell the Court what happened at this meeting.

7 A. Well, the meeting -- when I got there -- I had a contract  
8 that I had drawn up to where the work -- how the work would be  
9 did and everything and stuff like that. And as soon as I  
10 brought it out, she told me that they don't use no contract  
11 from contractors, that they have they own contract, and that  
12 we had to sign to they contract of work -- work that's to be  
13 did because everything they had was part of what she had  
14 wanted did in the job itself.

15 Q. Okay. So what you're telling the Court is Ms. Mayes  
16 informed you and Ms. Means that they had a form contract that  
17 they wanted you to -- that the USDA wanted you to use?

18 A. That's right.

19 Q. Okay. Now did the issue of your license and the  
20 limitations of it come up at this meeting?

21 A. I spoke to her and Ms. Means with that because going back  
22 to I don't do anything under my -- outside of my license  
23 because that's what I've got the items because if they had  
24 wanted license to do everything, I have to initially just go  
25 and get the license for to do everything, but I didn't -- I

1 don't do everything.

2 So I just -- I told her and Ms. Mayes at that point that  
3 I'm only going to sign to what my license allow me to do. I'm  
4 not going to sign to the job that being done, just the work  
5 that I'm going to be doing because the guys that I spoke with  
6 was licensed and they would have to sign themself to what they  
7 going to do.

8 Q. All right. What if anything did Ms. Mayes say in  
9 response to that?

10 A. Well, she said it really didn't matter because everything  
11 that going to be did, it was going to be did through her,  
12 anyone who doing any work to the thing, to the house. And I  
13 told her, I said, well, I don't want to have anything to do  
14 with anything else but what I'm doing, not with me signing a  
15 contract that I don't even know anything about.

16 And she might have had -- the contract might have had 20  
17 pages on it. And I told her, I said, why don't you take my  
18 contract to what I'm doing? And she said, well, no, we'll  
19 just attach it. We'll attach it to the -- she was going to  
20 use her contract.

21 Q. So what you're telling the Court is that you explained to  
22 Ms. Mayes in Ms. Means' presence the limitations of your  
23 license and how you couldn't do all the work that was  
24 required, is that right?

25 A. That's right. And also -- I keep them in my pocket. I

1 got it in my pocket now. And I pulled them out, and I give  
2 them to her -- to give her to make sure that she had my  
3 license.

4 Q. I'm sorry, you gave her what?

5 A. She took -- I gave her my license because I -- it's just  
6 a card.

7 Q. Oh, your builder's license?

8 A. My builder's license. And they give you a card that you  
9 have to keep on you. And I give Ms. Mayes the license. And  
10 she ran a copy of it for her records. And on the front it say  
11 who it is. And on the back it tell you the stipulations on  
12 the back side of it.

13 Q. As far as the limitations?

14 A. The limitations and everything.

15 Q. So what did Ms. Means say about how she was going to  
16 handle the work of the other tradesmen under this deal?

17 A. In that meeting we -- everyone that was doing anything  
18 had to be submitted to Ms. Mayes to what they'd done in they  
19 license. And I had given them the names of each and every --  
20 each guy that was going to be doing it wise.

21 And the heat and air guy, he bagged out because he wasn't  
22 licensed. Because initially they had a permit already pulled  
23 on the house before I even did the work. And there was one of  
24 the things that they was wanting to use just to go ahead and  
25 do the work.

1 Q. All right. And we'll get back to that. So as far as  
2 what was talked about at this meeting with Ms. Means and Ms.  
3 Mayes as it relates to these other tradesmen that were going  
4 to perform the work that you couldn't perform, -- well, I'll  
5 ask it this way.

6 I'm going to give you what's been marked as Plaintiff's  
7 3. And once you've had a chance to look at it, tell the Court  
8 what it is.

9 A. This is the day that we signed the contract. And this is  
10 the contract that she had that day wanting me to sign to.

11 Q. All right. So what you're telling me is this is the  
12 contract that Ms. Mayes presented to you and Ms. Means?

13 A. That's right.

14 Q. At the meeting that ---

15 A. At the meeting ---

16 Q. --- you were describing? Okay. Now just for the record  
17 -- so in subparagraph (a) there, first part of the page, page  
18 1, it talks about the fact that the contract regarding  
19 completing construction of the dwelling located at 342 Leaman  
20 Avenue, right?

21 A. Right.

22 Q. And so that's the property we're talking about?

23 A. That's the property, yes.

24 Q. Okay. And so what is the contract amount that's shown on  
25 there?

1 A. Seventy-four thousand (74,000).

2 Q. Okay. Now that seventy-four thousand (74,000), was that  
3 -- does that encompass only the work you were going to do?

4 A. No, it's not.

5 Q. So, I mean, it encompasses more or less?

6 A. More work than what I was going to do. This is just the  
7 contract of the entire -- the entire job with everyone, with  
8 electrical, plumbing, heating and air. This was the entire  
9 job for everyone.

10 Q. Okay. And so did Ms. Mayes tell you how that contract  
11 amount was going to be handled with regard to the -- you just  
12 said that this contract amount encompasses the electrical and  
13 plumbing and other types of work that you don't do. So how  
14 were those amounts going to be handled when those tradesmen  
15 did the work?

16 A. I had to report to her the guys -- and they come to the  
17 office and do they paperwork with her.

18 Q. And when you say their paperwork, was she telling you  
19 that they would have to do a contract just like this?

20 A. They just sign off to they doing the work because they  
21 had to pull a permit for the -- for the items that they doing.

22 Q. Right. And they did that, right?

23 A. Yes.

24 Q. Okay. They pulled their own permits, right?

25 A. Yes.

1 Q. Okay. And so real quick, go to page -- the previous  
2 page. Up at the top it says page 5 there, right?

3 A. Right.

4 Q. And do you see your signature on it?

5 A. Yes.

6 Q. Okay. And did you witness Ms. Means sign that?

7 A. Yeah, we both signed it there the same ---

8 Q. And so the other signature there represents Ms. Means'  
9 signature?

10 A. Yes.

11 Q. Okay. The next page of that Plaintiff's 3 -- now tell  
12 the Court what that is.

13 A. This is where I did a kind of overview of what she asked  
14 me to give her -- give her all the stuff that need to be did  
15 and the amount that it would come to. And that was after I  
16 had spoken with the electrical, the plumbing, heating and air,  
17 and everyone. And this is what all it came up to.

18 Q. Right. And so did you put into this quote, which is page  
19 6 of Plaintiff's 3, the -- a description of the work that  
20 these other tradesmen were doing?

21 A. Well, like I say, they were going to do the heating and  
22 air, electrical, and the plumbing.

23 Q. Right. And you put this quote together at whose request?

24 A. Ms. -- for Ms. Means.

25 Q. And so then the next page of Plaintiff's 3, the next two

1 pages of Plaintiff's 3, actually the next three pages of  
2 Plaintiff's 3, could you describe what those -- what that is  
3 for the Court?

4 A. This is the -- this is the first of my license, ---

5 Q. Okay.

6 A. --- the card.

7 Q. Would you look down at the bottom of those three pages?  
8 Do you see where there appears to be an internet domain down  
9 at the bottom?

10 A. Yes.

11 Q. What's the date on that?

12 A. That was 4/14 of 2015.

13 Q. Okay. Now I'm right, am I not, that Plaintiff's 3 is the  
14 contract that Ms. Mayes presented to you and Ms. Means at that  
15 meeting in December of 2015, right?

16 A. Right.

17 Q. So if the description of your license, the three page  
18 printout of the description of your license was -- that was  
19 printed out sometime -- eight or more months ago, but ---

20 A. Before ---

21 Q. --- before the actual contract was signed, is that right?

22 A. That's right.

23 Q. So now the work of these other tradesmen and how they  
24 were going to get paid, did Ms. Mayes tell you what, you know,  
25 were they going to need to come in and do their own contract?

1 What were they going to need to do?

2 A. They had to come in to her, and she would do the cutting  
3 of checks and stuff like that.

4 Q. So you weren't going to be paying them?

5 A. No, I wasn't going to be paying them.

6 Q. Okay. Did she mention to you about how the work of those  
7 tradesmen would be backed out of this contract?

8 A. Yeah. Each person that does it, they just deduct it from  
9 the amount.

10 Q. So tell me why -- tell me why this contract, as you just  
11 said encompasses work that you weren't going to do, why was it  
12 necessary?

13 A. Because I didn't want to have any part of that situation  
14 to where I had to end up paying someone myself-wise out of my  
15 pocket.

16 Q. No, I -- my question is why did Ms. Mayes or Ms. Means,  
17 if they did, why did they tell you that in order for anything  
18 to happen this contract had to be signed?

19 A. Yeah, they -- because they was -- she was wanting to get  
20 started on her house. And then Ms. Mayes said, well, you just  
21 disregard all the other stuff, that we can handle the  
22 situation in the office here as far ---

23 Q. Disregard what?

24 A. Of my license, anything that was -- she was going to go  
25 by her contract. And my license didn't have anything to do

1 with that. And I told her then, I said, no, I'm not going to  
2 put myself out there like that. And then she said, well, you  
3 just going to do your part of it. I said, that's fine, that's  
4 all I would, just my part of it. And I'm not going to be out  
5 there where I'm responsible for someone else's situation.

6 I said, the only thing I'm doing is just getting someone  
7 for her, asking some of the guys that I know that is -- I've  
8 never had any problem with the guys. And I told her, I said,  
9 well, they do good work. And they always do things with me as  
10 far-wise when I'm somewhere in somebody's house, they come in  
11 and do they part of the work. And I never had any situation  
12 with them.

13 So I told her, I said, I'd rather use those guys than to  
14 have to use someone else because I don't know other guys like  
15 that to ---

16 Q. Right. So what you're telling the Court is that you were  
17 -- you didn't want to sign this contract.

18 A. No. No, I didn't want to sign that contract, but because  
19 of I had a contract myself that I had wanted to -- I presented  
20 it to her so I can be able to cover myself for what I do and  
21 what ---

22 Q. And not what anybody else does?

23 A. Right.

24 Q. So you didn't want to sign this contract.

25 A. Well, I -- I went on and I ---

1 Q. Tell the Court why you did.

2 A. Well, I went on and signed it because I've been knowing  
3 her from a kid-wise. And I know her family. And I just -- I  
4 told her, I said, I'll go ahead and do the job, you know. And  
5 I took it and went on at that point.

6 And I told Ms. Mayes, I said, I'm just signing this just  
7 for what work I'm doing, not for the whole contract, just for  
8 the work that I'm doing. And she said, everything going to be  
9 fine. You ain't got to worry about none of that stuff. We  
10 just need to get this project on the way.

11 Q. Right. And you correct me if I'm wrong, but are you  
12 telling the Court that you didn't want to sign it, but you  
13 signed it because of you wanted to help Ms. Means, you knew  
14 her family and all that, and based on what Ms. Mayes was  
15 telling you about how the other tradesmen would be backed out  
16 later?

17 A. Right. That's basically what I did. Basically I been  
18 knowing her from a kid-wise and her family pretty much from me  
19 as a kid-wise.

20 Q. Right. Members of your family go to church with her, Ms.  
21 Means, and that kind of thing?

22 A. Right.

23 Q. So with the -- so your agreement on this project, just to  
24 be clear for the Court, was you were going to do only the work  
25 you were going to do?

1 A. Right.

2 Q. And that you were licensed to do?

3 A. Right.

4 Q. And so now you mentioned that Ms. Mayes talked about how  
5 the work that you are not licensed to do was going to be  
6 backed out of this contract later, right?

7 A. Yeah, the guys who do that type work. And they'll come  
8 in and deal with her with this situation.

9 Q. Right. And so you agreed to that?

10 A. Yes, that's what I agreed to.

11 Q. In other words, you're telling this Court you didn't  
12 agree to do -- you didn't offer to do work that you were not  
13 licensed to do, right?

14 A. No. I didn't ---

15 Q. You didn't agree to perform work that you weren't  
16 licensed to do?

17 A. No.

18 Q. And you certainly didn't -- your agreement, your contract  
19 was not to perform work that you aren't licensed to do?

20 A. That's right. I don't -- I don't do anything off my  
21 license.

22 Q. Okay. And so from -- have you looked at this contract,  
23 Plaintiff's 3? Are you familiar with it?

24 A. Well, I looked at it the day of the signing. And I do  
25 have in my records the same papers where -- I really didn't

1 look over it until after we started having a situation with  
2 it, with her.

3 Q. So -- but you have reviewed it?

4 A. I have reviewed it. Yes, I have.

5 Q. Now the -- well, let me back up. Now the conversations  
6 that you had with Ms. Mayes about how the work of the other  
7 tradesmen would be backed out of this contract later, Ms.  
8 Means was there for that conversation, right?

9 A. Yes.

10 Q. And did she agree to that?

11 A. Yes, she agreed to it. Agreed to it because she had made  
12 mention we didn't have to -- even at the meeting we didn't  
13 even have to have a permit pulled because a permit was already  
14 pulled on the house.

15 Q. Okay. So the conversation about the limitations with  
16 your license was such that Ms. Means was talking about how you  
17 didn't really need to pull a permit in that conversation?

18 A. Right, because the previous contractor already had a  
19 permit pulled on the house.

20 Q. And she was mentioning that for what reason?

21 A. So I can go ahead and start the work.

22 Q. Okay. So she was -- you were hesitant to sign this  
23 contract, right?

24 A. Yes.

25 Q. But she was asking you to sign it?

1 A. Her and Ms. Mayes that particular day. And then she made  
2 mention to me and said at the meeting that she wanted to go  
3 ahead and do it because she needed to try to get the house  
4 finished because it had been so long the house been sitting,  
5 she wanted me to do the work. So I said -- and by me knowing  
6 her and knowing her like I knew her, I just went on and did  
7 it, you know, just trying to help out.

8 Q. Right. But now I think you just told the Court, correct  
9 me if I'm wrong, but that you did it only on the basis of what  
10 Ms. Mayes was talking about in terms of how you're backing the  
11 other tradesmen out later?

12 A. Right. That's right.

13 Q. So that was your agreement?

14 A. That was the agreement that we made.

15 Q. Right. Okay. So -- and you said here you're familiar  
16 with this contract. You've looked at it before, right?

17 A. Yes, I looked at it afterward -- afterward. But when we  
18 was there I just went along with it.

19 Q. I understand. But you looked at it?

20 A. I looked at it.

21 Q. And does this contract talk about how the other  
22 tradesmen's work would be backed out of the contract later?

23 A. They did have a sheet to where they had to come in and  
24 sign. I don't know ---

25 Q. No, I know. I'm talking about this contract, Plaintiff's

1 3, does it talk about that?

2 A. No. No.

3 Q. So what the agreement was about how the tradesmen being  
4 backed out later, that's additional terms to this agreement  
5 that you made, right?

6 A. Right.

7 Q. Okay. So -- let's see. All right. I'm going a little  
8 bit out of order here. I'm going to show you what has been  
9 marked Plaintiff's 12. When you have a chance to look at it,  
10 tell me what it is.

11 A. This was the -- where the other guys was going to come in  
12 and sign to they part of it. And the HVAC, he did do that.  
13 He came in ---

14 Q. All right. So -- and what's the title of the document on  
15 the first page of Plaintiff's 12?

16 A. Inspection report.

17 Q. Okay. And what does it say it's regarding? What does it  
18 say this inspection report was about?

19 A. The heat and air -- this is under the heat and air.

20 Q. At Ms. Means' property?

21 A. Right. Yeah, 342 Leaman Avenue.

22 Q. Okay. You see the handwritten note there in the middle  
23 of the page?

24 A. Yes.

25 Q. Would you read that for me, if you can?

1 A. Sitting ---

2 Q. No, no. I'm sorry. Right here.

3 A. Okay. The HVAC system removed from the buildings,  
4 contracting -- I don't know. It was removed. He was removed  
5 from that, the amount. That's what it were, the amount that  
6 ---

7 Q. Would you agree with me that it says HVA [sic] system  
8 removed from builder's contract and issued separately?

9 A. Um-hum (affirmative).

10 Q. Okay. And whose signature do you see just below that?

11 A. Melissa Mayes.

12 Q. Okay. And further down below that at the very bottom of  
13 the page, whose signature do you see?

14 A. Ms. Means.

15 Q. Okay. And so turn to the next page Plaintiff's 12. And  
16 just tell the Court what that is.

17 A. This the construction contract?

18 Q. Um-hum (affirmative). The construction contract for the  
19 HVAC?

20 A. Yeah, this is for the HVAC. Yes.

21 Q. All right. So, in fact, the work of the other tradesmen  
22 were backed out of the contract, were they not?

23 A. That's right.

24 Q. Which is consistent with what Ms. Mayes told you at that  
25 meeting in December of 2015, right?

1 A. Right.

2 Q. And the evidence is that was the agreement, right?

3 A. Right.

4 Q. All right. And so in any event, as it relates to the --  
5 Ms. Mayes and Ms. Means asking you to sign the contract, which  
6 is Plaintiff's 3, the one that you signed?

7 A. Right.

8 Q. Did they tell you why it was necessary that all of the  
9 work be in one contract?

10 A. For the amount of the money-wise so they could move on  
11 with the contract with her-wise in order for the amount of the  
12 money had to be dealt with. And ---

13 Q. So Ms. Means was getting a construction loan?

14 A. That's what it were, ---

15 Q. Okay.

16 A. --- a construction loan.

17 Q. And so they were telling you it needed to be for the  
18 whole amount so she could get the loan?

19 A. Right.

20 Q. Okay. All right. So then at some point after you signed  
21 Plaintiff's 3 you started to do the work, is that right?

22 A. Yeah, we pretty much started the work right after she got  
23 the money and released it.

24 Q. Okay. I'm going to show you what's been labeled  
25 Plaintiff's 4 and let you have a chance to look at that and

1 tell the Court what it is.

2 A. This is Newberry County, South Carolina residential  
3 building -- this is from the building department.

4 Q. Is that a copy of ---

5 A. Building permit.

6 Q. It's a building permit?

7 A. Um-hum (affirmative).

8 Q. Is that a building permit that you pulled?

9 A. Yeah, I pulled it.

10 Q. Okay. And who does it say the contractor is?

11 A. The contractor in this ---

12 Q. Who does it say the contractor ---

13 A. That's who -- that's me who I use my license number to  
14 build this building.

15 Q. And -- and so the supervisor of Good Building is who?

16 A. Myself.

17 Q. Okay. So Tony Good and Good Building are synonymous?  
18 They're the same thing?

19 A. They're the same.

20 Q. All right. And so this is a building permit that you  
21 pulled for Ms. Means' property?

22 A. Yes.

23 Q. Okay. Looking up at the top, what date was it issued?

24 A. The date issued was 1/26/16.

25 Q. Okay. So a little less than a month later after you

1 signed Plaintiff's 3, the contract, ---

2 A. (Affirmative nod).

3 Q. --- you go and pull this permit. What does it say that  
4 the value of the permit is?

5 A. Forty-two thousand (42,000).

6 Q. Okay. Now we talked about how Plaintiff's 3, the  
7 contract amount said seventy-four thousand (74,000). So why  
8 are you pulling a permit for forty-two thousand (42,000)?

9 A. The forty-two thousand (42,000) was what I was going --  
10 the work that I would be doing.

11 Q. Okay. So you pulled a permit for the work you were going  
12 to be doing?

13 A. Right.

14 Q. And you didn't pull a permit for work that other people  
15 were going to be doing?

16 A. No, I didn't.

17 Q. Okay. And so the permit that you're pulling here is  
18 consistent with your license or not?

19 A. It is.

20 Q. Okay. All right. So you pull the permit and you start  
21 to work. Tell the Court how the -- how the draws were  
22 supposed to go.

23 A. Well, we initially had said 50 percent up-front. And I  
24 get halfway I'll get a third -- get half of the other half.  
25 And then I would get the remaining half after I did the work,

1 after the work was finished. But it wasn't issued like that  
2 though, but that was the -- when we made that agreement,  
3 that's what the agreement we made.

4 Q. Okay. Now how many draws did you actually receive?

5 A. I received two draws.

6 Q. Was there something that the USDA had to do before they  
7 would agree to release funds to you?

8 A. They had to come out and inspect the work that had been  
9 did.

10 Q. All right. So I'm going to show you what's been marked  
11 as Plaintiff's 5. When you have a chance, just tell the Court  
12 what that is.

13 A. The inspection report.

14 Q. Okay. And under the heading of -- this is an inspection  
15 report for Ms. Means' property?

16 A. Yeah. For Tomekia Means, yes.

17 Q. Right. Conducted by the USDA, is that right?

18 A. Yes.

19 Q. Okay. Under the item that says or the column that says  
20 item of development, what does that say?

21 A. The 504 construction.

22 Q. Okay. And then it says percentage complete, what does it  
23 say?

24 A. Fifty percent.

25 Q. Okay. So now what's the date on that?

1 A. It dates -- this was on 2/10/16.

2 Q. Okay. Do you recall if you got a draw shortly after  
3 that?

4 A. I got a draw right shortly after she came out and  
5 inspected. She -- she did give me a draw then.

6 Q. Do you remember how much the first draw was?

7 A. I don't remember the exact number, but I know it was like  
8 seventeen. I think it was like seven -- no, twelve thousand  
9 (12,000) or something. It was on -- I don't know the exact  
10 amount on that.

11 Q. That's okay. So I'm going to skip over -- to refresh  
12 your memory I'm going to give you a copy of what's been marked  
13 as Plaintiff's 7. Tell the Court what that is.

14 A. Eleven thousand, one hundred dollars (\$11,100.00).

15 Q. Tell the Court what it is.

16 A. This is -- this is for Tomekia Means, for material and  
17 labor under the contract of the construction and dwelling.

18 Also acknowledge the USDA check -- and it was like  
19 403055955419 in the amount of eleven thousand dollars  
20 (\$11,000.00). This represent the payment of 75 percent  
21 inspection.

22 Q. So -- and the date on that is what?

23 A. The date was 3/28/16.

24 Q. Okay. So what Plaintiff's 7 is is that you're  
25 acknowledging that you received a draw of eleven thousand, one

1 hundred dollars (\$11,100.00), is that right?

2 A. That's right.

3 Q. Okay. Now we sort of skipped over what has been marked  
4 as Plaintiff's 6. Take a look at that and tell me what that  
5 is.

6 A. Inspection report. That's 75 percent, inspection report.  
7 And this is from the USDA.

8 Q. Okay. And the date on it is what?

9 A. The date is 3/28/16.

10 Q. Okay. So what Plaintiff's 6 represents is the inspection  
11 that Ms. Mayes did on Ms. Means' property on the same date  
12 that you acknowledge in Plaintiff's 7 receiving the draw of  
13 eleven thousand, one hundred dollars (\$11,100.00), is that  
14 right?

15 A. Right.

16 Q. And so you recollect, do you not, that you received a  
17 draw earlier than that in and around the time of -- I believe  
18 you said it was February 10th, 2016, the date of the  
19 inspection report that was Plaintiff's 5, is that right?

20 A. That's right.

21 Q. So now go back with me to Plaintiff's 3, which is the  
22 contract, on page 1.

23 A. Page 1, okay.

24 Q. All right. So in paragraph 2 -- does paragraph 2 not set  
25 out how the draws ---

1 A. Under paragraph -- yes. It's one third, one third and  
2 then plus the 100 percent.

3 Q. Right. Now the very first part of paragraph 2, read that  
4 first -- just read the whole first sentence of paragraph 2.

5 A. (A)?

6 Q. Oh, I'm sorry.

7 A. Of paragraph 2?

8 Q. Start right there.

9 A. Payment not to exceed 60 percent of the value of the work  
10 in the place -- the agreement provided in the payment would be  
11 made initially one third, one third plus 100 percent the value  
12 of the work.

13 Q. Okay. So is it your understanding and was it your  
14 understanding at the time that that first sentence of  
15 paragraph 2 says that whatever the value of the work is, the  
16 progress of it, as inspected by the USDA you were not going to  
17 get anymore than 60 percent of the value of that work, right?

18 A. Right.

19 Q. So when those inspection reports, which are Plaintiff's 5  
20 and 6 say that you got -- that it was 50 percent and then 75  
21 percent complete you didn't actually get 50 percent of the  
22 contract amount or 75 percent of the contract amount?

23 A. No, I didn't.

24 Q. You got 60 percent of that, right?

25 A. Right.

1 Q. Okay. All right. So now after March 28th of 2016, which  
2 was the date you acknowledged payment of the eleven thousand,  
3 one hundred dollars did you receive any more draws after that?

4 A. After 3/28 there was -- no, I didn't receive any more  
5 after that date.

6 Q. So as of 3/28/2016 according to that inspection report,  
7 which is Plaintiff's 6, the project had been 75 percent  
8 completed, right?

9 A. Right.

10 Q. But that was the date of your last draw, right?

11 A. That's right.

12 Q. I'm going to show you what's been marked as Plaintiff's  
13 8. And look at it and tell us what it is.

14 A. Inspection report, Tomekia property. And it's from the  
15 County of Newberry. And that was new construction, 100  
16 percent.

17 Q. Okay. So is that another inspection report by the USDA  
18 of Ms. Means' property?

19 A. Yes, it is.

20 Q. Okay. What's the date on it?

21 A. 3/28/2016.

22 Q. Okay. So now what is it -- give me the date on  
23 Plaintiff's 8 again.

24 A. 3/28/2016.

25 **THE COURT:** I've got it. I've got it.

1 Q. Okay. Does Plaintiff's 8 show down there next to the  
2 signatures a date of October 2016?

3 A. Yes, it's 10/21/2016.

4 Q. Okay. Good. All right. And so what Plaintiff's 8 is is  
5 an inspection report. And it's -- I think you said -- how  
6 much -- what's the percentage complete that shows?

7 A. A hundred percent.

8 Q. Okay. So -- and if you know, who signed that?

9 A. Ms. Mayes.

10 Q. Okay.

11 A. And then there was some -- a loan specialist. She was  
12 the loan specialist. That was it.

13 Q. Okay. So Ms. Mayes signed it, right?

14 A. Um-hum (affirmative).

15 Q. So a USDA employee signed it?

16 A. Right.

17 Q. Indicating that the project was 100 percent complete?

18 A. Right.

19 Q. Okay. And so after this report, inspection report you  
20 didn't get any more money, right?

21 A. No, I didn't.

22 Q. Okay. Mr. Good, there's some typewritten language in the  
23 middle of that first page on Plaintiff's 8 that's a different  
24 font on lines there in the middle of the page. You see where  
25 I'm talking about?

1 A. In here?

2 Q. Yes, sir.

3 A. The homeowner?

4 Q. Uh-huh (affirmative).

5 A. Complaint -- concerns in which all appears to be cosmetic  
6 -- the County has issued certified occupancy. We consider the  
7 home as to be 100 percent.

8 Q. Okay. So Ms. Mayes is noting that the homeowner, Ms.  
9 Means, has multiple concerns, which in their opinion was --  
10 all appeared to be cosmetic, is that right?

11 A. That's right.

12 Q. And at that time the County had issued the certificate of  
13 occupancy, is that right?

14 A. That's right.

15 Q. So I'm going to show you what's been labeled as  
16 Plaintiff's 9. When you have a chance, take a look at that  
17 and tell me what that is.

18 A. It's the certification of occupancy.

19 Q. Okay. Now in your experience in order -- is the  
20 certificate of occupancy for Ms. Means' home? Is that right?

21 A. It's for her home. Yes, it is.

22 Q. What's the date on it?

23 A. The date is October the 7th, 2016.

24 Q. Okay. And so in your experience as a contractor what has  
25 to happen before the County will issue the certificate of

1 occupancy?

2 A. Well, the inspector had to come in and look over the  
3 entire property. That's when he looks over the entire  
4 property to make sure that it's nothing else that he see, that  
5 it's fit for me to do anything else to the property.

6 Q. Right. Does the County inspect for code violations,  
7 building code violations, that kind of thing?

8 A. Yes.

9 Q. And is there any inspection about substandard work or  
10 anything like that?

11 A. No. No, it's not.

12 Q. Now Ms. Means did -- well, let me back up. I'm going to  
13 show this a little out of order, but Plaintiff's -- what's  
14 been labeled Plaintiff's 11. Tell the Court what that is.

15 A. Inspection request from Newberry County Department of  
16 Planning. It's an inspection request. It's from -- it's just  
17 a request. It just says inspection type final. And that was  
18 on 10/6/16.

19 Q. Okay. And does it show a property address that the  
20 inspection related to?

21 A. Yes. It's showing at 342 Leaman Avenue.

22 Q. Okay. So what Plaintiff's 11 is is an inspection for Ms.  
23 Means' home from October 6, you said, of 2016?

24 A. Yes.

25 Q. Does it indicate whether ---

1 A. It was requested on that date, but it was did on the 7th.

2 Q. Okay. And so what was the result of the inspection?

3 A. It was final.

4 Q. Okay. So it passed?

5 A. Right, it passed.

6 Q. And it was for that reason, then, is it not, that the

7 County issued the certificate of occupancy, which was

8 Plaintiff's 9?

9 A. Yeah. Yes.

10 Q. All right. So now at some point in time -- did you ever

11 have any problems with Ms. Means making complaints about one

12 thing or another?

13 A. She came to me before we finished on some -- a few little

14 things. And I told her then that, you know, we haven't

15 finished, you know what I'm saying? When we once finish, you

16 know, that she can give me a punch list so I can review what

17 she was saying and stuff like that.

18 And she did it. And she gave me a punch list, and we

19 went over the punch list and everything. And this was before

20 the inspection-wise. This was back a month or so before the

21 inspection.

22 Q. Right. So she was giving you a punch list and claiming

23 things were -- certain things were not right a month or so

24 before the final inspection?

25 A. Yes. Yes.

1 Q. All right. And at that time how far along would you say  
2 that the project was in terms of -- was it ---

3 A. We probably ---

4 Q. It was 75 percent in March.

5 A. We just had -- when I got -- got with Ms. Mayes from that  
6 point, that was just right after that. And she made a call to  
7 me. And I never did get the information what the call was  
8 about because it was -- it was a yelling call. And I never  
9 did figure it out or nothing like that. She was yelling and  
10 going on. And at that point I just took my phone away from my  
11 head and just put it on speaker just to hear her because I  
12 don't want to hear all the yelling going on in my -- in my  
13 head.

14 Q. Okay.

15 A. I was just listening to the phone. And I still to the  
16 day don't know what it was about or what it was or nothing  
17 because I never did make sense out of it.

18 Q. Okay. So at the time she was making these complaints,  
19 and I want you to tell the Court how far along in the project  
20 you were. In other words, we've already seen the pictures of  
21 the house as it was when you first viewed it. When she was  
22 making these complaints, there was -- was the exterior  
23 finished?

24 A. The exterior was finished. And we was in -- we was  
25 inside doing some painting and some other little things that

1 we was about to get close to finishing. We might have been 85  
2 percent at that point when she come to me with, you know, with  
3 the punch list and stuff like -- and that's when I told her  
4 that, you know, when we once finish, you know, I will let her  
5 do a punch list because we need to finish it.

6 Q. Right.

7 A. And then she can give me a punch list and we'll go from  
8 there. But the punch list she had, I did look at it. And  
9 some of the stuff she did say was what we hadn't finished yet.  
10 And then when I feel like I'm finished or almost finished,  
11 I'll go around and look at everything and check everything out  
12 so I can tell my guys that, you know, we need to touch this  
13 up, touch that up. And ---

14 Q. So at that point, though, if you're painting, that means  
15 you've put sheetrock up, you've done all that sort of thing?

16 A. Right.

17 Q. So are you telling the Court that you -- what you were  
18 doing at that point in time was limited to painting and that  
19 kind of thing?

20 A. Right.

21 Q. All right. So did there come a time where Ms. Means  
22 asked anyone to inspect your work for efficiency or whatever?

23 A. Yeah. She asked several people to come in and ---

24 Q. Who were they?

25 A. Well, down at the -- I know at the Bakers -- she had

1 Baker to come in. And even Dwight, which is -- he works here  
2 now, but he had went and looked at it and, you know, just  
3 viewing the property of what she ---

4 Q. Right.

5 A. --- was asking people ---

6 Q. Did she ask the County to inspect it?

7 A. Well, she called -- she called and asked. Well, the  
8 County stated -- she didn't -- she pretty much just went there  
9 and -- when she went to him she went there to make him to make  
10 me up the amount ---

11 Q. Okay.

12 A. --- of what I had as far as on the permit versus what was  
13 on the license.

14 Q. So did she ever ask anybody with LLR to inspect it, the  
15 work?

16 A. Yeah, she called in the State. And this was after  
17 everything was final and everything. She called in the State  
18 after we had documents and everything. And he came in and he  
19 made a date for us to meet there. And we met there.

20 And we was out on the porch, her and one of her uncles  
21 and aunt. We was out on the porch just sitting there talking-  
22 wise. And inspector from the State came up and he presented  
23 when he walked up there what his reason was there ---

24 Q. Okay.

25 A. --- was for. And he asked me -- he asked was I Tony

1 Good? I said, yes, I'm Tony Good. He said, well, -- he was  
2 there in regards to a complaint ---

3 Q. Right.

4 A. --- from Tomekia.

5 Q. And did he -- did Ms. -- the State inspector, if you  
6 know, did he ever issue a report?

7 A. No, he didn't issue me no report, but he told her he  
8 would give her a report.

9 Q. Right.

10 A. But he never did issue me a report.

11 Q. And I'm going to show you what's been labeled as  
12 Plaintiff's 10. Does that appear to be the report from the  
13 State inspector?

14 A. Yeah, that's the statements where he's just finding no  
15 objection.

16 Q. Okay. If you would, read us the last sentence on the  
17 bottom of the page there. It's in bold.

18 A. The residence was completed. Interior and exterior,  
19 finished. And then no violations were observed in regards of  
20 this -- abandonment or substandard work.

21 Q. Okay. So she made a complaint to the State, the State  
22 sent an inspector who performed an inspection, and then issued  
23 this report, which says that there were no violations observed  
24 in regards to abandonment or substandard work, is that right?

25 A. Right.

1 Q. So now you mentioned earlier that your quote, I'll call  
2 it that, was attached to Plaintiff's 3, the contract that you  
3 signed, and it describes, you know, what -- the scope of the  
4 work that you were going to do.

5 A. And not just only me, me and ---

6 Q. Well, sure.

7 A. Right.

8 Q. But now in the work that you performed, ---

9 A. Right.

10 Q. --- did you do any, for lack of a better term, extra  
11 work?

12 A. Well, some things I did extra in order to -- what I make  
13 it to -- for me, how I feel about what I do, I try to make it  
14 to where it don't look good and be appearancing [sic] to  
15 peoples and stuff, so I do some stuff like she had on the side  
16 of the house, there was a wood porch over there, and we was  
17 doing like brick-work and stuff like that, and I just told the  
18 guy, I said, look, why don't you just -- we'll just pull that  
19 little side porch off and we'll just do a porch with that  
20 because I didn't like how that was looking, the wood porch  
21 with that.

22 Q. It was a wood porch?

23 A. It was a wood porch that was already there from the  
24 previous contractor.

25 Q. Okay. And so you replaced the wood porch with a brick

1 porch?

2 A. With a brick porch.

3 Q. Anything else that you did?

4 A. Well, when we got inside the house -- they supposed to  
5 been like vinyl on the floors and stuff like that on the like  
6 kitchen, the bathroom area, and we supposed to been doing  
7 vinyl is what we initially talked about. And then I told her,  
8 I said, I think I want to make it a little bit better-wise and  
9 that you ought to do ceramic and make it, you know, because  
10 this is a nice house, you know, and I want to try to kind of  
11 keep it in that -- in that frame of mind-set.

12 Q. Okay. So there was some -- the plan was to put some  
13 laminate down, and instead you put up some ---

14 A. It was some -- it was vinyl.

15 Q. Vinyl. Excuse me.

16 A. And then we was going to -- and we went and put ceramic  
17 in instead of vinyl.

18 Q. Okay. So you put some tile in instead of vinyl?

19 A. Um-hum (affirmative).

20 Q. All right. So we talked about how you were -- I think it  
21 was March 28th, 2016, Plaintiff's 6, the inspection report  
22 from the USDA said that you were only 75 percent done. And  
23 you said that Plaintiff's 7 was an acknowledgment where you  
24 acknowledged you received your last check. Yet from March of  
25 -- March 28 of 2016 to December, I mean, October of 2016 what

1 happened was the USDA inspector report from October said you  
2 were 100 percent complete.

3 A. Right.

4 Q. But you never received any money between that time?

5 A. No. When he came to the -- I spoke to Ms. Mayes about  
6 it. And she said she had advised Ms. Means to sign the papers  
7 and stuff like that, and Ms. Means just refuses to sign it  
8 because the check had to be signed by her in order to release  
9 it.

10 Q. Yeah.

11 A. And she never would sign it. And we were back and forth  
12 for several months about it. And I told her, I said, you  
13 know, I really need my money because I had tied up money from  
14 my account, my personal account ---

15 Q. Well, yeah, that was where I was going with that. So you  
16 received your last check in March, but yet you kept doing  
17 work. And you finished the work in October according to USDA.  
18 So during that time period were you putting materials in her  
19 home?

20 A. Oh, yeah. I put -- the date that they give me the money  
21 -- most of the money when I got the second draw was to try to  
22 pay some of the guys who helped me.

23 Q. Yeah.

24 A. I paid them and everything like that. That's when I took  
25 money out of my savings to finish up the project ---

1 Q. Okay.

2 A. --- so I could get the money released by her because we  
3 was getting at that point where it was getting a little tight.

4 Q. Right. So what you're telling the Court is you put your  
5 own money into materials that got into Ms. Means' house?

6 A. Yes.

7 Q. Can you tell the Court about how much money that is?

8 A. Well, I pulled twenty thousand dollars (\$20,000.00) out  
9 of my account so I could finish the house up from the amount  
10 that she had give me on the second because, like I said, I was  
11 paying the guys that came and did the work for it. I went on  
12 and paid them for helping me with the job itself. I went on  
13 and paid them. And then that's when I pulled the money to  
14 finish out the rest of the work so I can get the final draw  
15 for it.

16 Q. I see. So what you're telling the Court is is that you  
17 took your own money, bought materials, put it into Ms. Means'  
18 house, but you've never been reimbursed for it?

19 A. Never been.

20 Q. All right. So I know you've talked about it, but I just  
21 want to make sure it's clear. When you signed Plaintiff's 3,  
22 the contract, based on the conversations that you had,  
23 agreements that you made with Ms. Mayes and Ms. Means, did you  
24 tell them that you were relying on those assurances, those  
25 agreements in order to sign that contract?

1 A. Oh, yeah. Oh, yeah. That was one of the things I kept  
2 stressing to them because like I told her, I said, you know, I  
3 never did this before, not going off of someone else's  
4 contract. I always use my own contract so I can kind of have  
5 the leverage that I know of for-wise that I can deal with the  
6 situation. But, you know, when I was to sign that, it was a  
7 different situation than what I deal with.

8 Q. Okay. Now, Mr. Good, you're aware that in this  
9 proceeding you indicated that you are owed thirty-seven  
10 thousand, two hundred dollars (\$37,200.00), is that right?

11 A. That's right.

12 Q. Now you say that's not -- tell the Court what is in that  
13 thirty-seven thousand, two hundred dollars (\$37,200.00).

14 A. Well, the thirty-seven thousand, two hundred dollars  
15 (\$37,200.00) was -- that was the final money at the -- the  
16 amount that they owed me on the contract. But yet they was  
17 still, like I say, it was about twenty thousand dollars  
18 (\$20,000.00) of that -- that money there was money that I  
19 pulled out of my account.

20 Q. And that's -- so we're not talking about thirty-seven  
21 thousand, two hundred dollars (\$37,200.00) being all profit  
22 and overhead for you?

23 A. No. Even then -- even the seventeen thousand (17,000) is  
24 not a profit because I had to end up paying the other guys  
25 after all this went about with the final -- of what they had

1 finished up. I had to end up paying those guys. And so even  
2 the seventeen thousand dollars (\$17,000.00) is not -- is not a  
3 profit margin because there was really not a lot of money  
4 involved in it.

5 Q. Okay. I'm going to show you what is Plaintiff's 13. If  
6 you would, just tell us what that is.

7 A. This is a picture of when we once finished it.

8 Q. Okay.

9 A. Exterior part of it.

10 Q. All right. Well, on the first page is a picture of the  
11 -- what is that, the front of the house?

12 A. Yeah, that's the front of the house.

13 Q. Okay. And that's what it appeared like when you got done  
14 with it?

15 A. Yes.

16 Q. Okay. And on the second page is a picture of?

17 A. The back side of it.

18 Q. Okay. The exterior of the back, is that right?

19 A. Yes.

20 Q. And the last page is just another view of the front of  
21 the house?

22 A. Yeah, the front and part of the side. And that's the --  
23 that's the little brick porch that we put on ---

24 Q. You're pointing to the far left side of the ---

25 A. Right.

1 Q. --- house? Okay. And that's the porch you were  
2 referring to, having been the extra work?

3 A. The extra work, yeah.

4 Q. All right. So, Mr. Means, [sic] you are here today  
5 asking the Court to give you various relief, but one being you  
6 want Ms. Means to specifically perform her contract with you,  
7 ---

8 A. That's right.

9 Q. --- pay you what you're owed, right? And in the  
10 alternative you want the Court to enter a judgment against Ms.  
11 Means for what you're owed. And you testified that was  
12 thirty-two -- thirty-seven thousand, two hundred dollars  
13 (\$37,200.00), correct?

14 A. Right.

15 Q. And in the alternative give you an equitable lien in the  
16 property, is that right?

17 A. That's right.

18 Q. And further, the alternative, to award you damages for  
19 Ms. Means' conduct in this case, is that right?

20 A. That's right.

21 Q. Okay.

22 **MR. PARKER:** That's all I have, Your Honor.

23 **THE COURT:** All right. Let's take a couple of minutes'  
24 break. And we'll be back here in about ten minutes.

25 (Whereupon court was in recess at 11:28 am)

1 (Whereupon court reconvened at 11:40 am)

2 **THE COURT:** All right. You ready for cross-examination?

3 **MR. HAYES:** Yes, Your Honor.

4 **THE COURT:** All right, sir.

5 **Cross-examination by Mr. Hayes:**

6 Q. Mr. Good, ---

7 **THE COURT:** Would you drop your mask for me so I can hear  
8 you a little bit better?

9 **MR. HAYES:** Oh, I'm sorry. I forgot ---

10 **THE COURT:** That's all right.

11 Q. Mr. Good, Plaintiff's exhibit number 3, I think that's a  
12 contract you signed. And you said you were hesitant to sign  
13 it, but you signed it, correct?

14 A. Yes.

15 Q. Okay. Did anyone make you sign it?

16 A. No, didn't anyone make me sign it.

17 Q. Okay. Would you look at page 7 of Plaintiff's exhibit  
18 number 3? And I think you testified earlier that this  
19 apparently was pulled by someone on April the 14th, 2015?

20 A. The date of this was 3/28/16.

21 Q. Okay. You're looking at Plaintiff's number 7.

22 A. 7.

23 Q. I was asking about page 7 of Plaintiff's number 3. I'm  
24 sorry.

25 A. On the contract?

1 Q. Yes, sir.

2 **THE COURT:** For the record, I have five pages. Then I  
3 have Good's Building ---

4 **MR. HAYES:** Yes, sir. Your Honor, I'm going from the  
5 Plaintiff's exhibits.

6 **THE COURT:** All right. I'm still telling you I don't  
7 have -- I don't know if I have seven pages or not. Do me a  
8 favor, come up here and just show me what you're looking at,  
9 ---

10 **MR. HAYES:** Okay.

11 **THE COURT:** --- if you don't mind.

12 (Pause)

13 **THE COURT:** Thank you, sir.

14 **Cross-examination by Mr. Hayes Continued:**

15 Q. Is that -- you testified about this earlier. Is this for  
16 Good Building?

17 A. Yes, it is.

18 Q. Okay. Do you know who pulled this information off the  
19 internet?

20 A. No, I don't.

21 Q. Okay. Is the classification that's shown on there BD1?  
22 Is that your classification?

23 A. Yes.

24 Q. Okay. Was that your classification at the time you  
25 entered into the contract in December of 2015?

1 A. Yes, it were.

2 Q. Okay. Turn to page 8. And this says Tony Good. That's  
3 you, correct?

4 A. That's right.

5 Q. Classification BD, correct?

6 A. Yeah, that's right.

7 Q. Okay. And supervised by Good Building?

8 A. Yes.

9 Q. Okay. Would you turn to page 9? Would you read the  
10 letters in all caps and bold at the top of page 9?

11 A. Repeat that.

12 (Pause)

13 A. The two letters on the license indicate the design and  
14 classification of work.

15 Q. Doesn't the top say current classification abbreviations  
16 and project/dollar limitations?

17 A. Yes.

18 Q. Okay. And doesn't it say general contractor  
19 classifications on the left hand side?

20 A. On which one?

21 (Pause)

22 A. Yes.

23 Q. Okay. And you're a general contractor, correct?

24 A. Yes.

25 Q. Okay. And doesn't it -- four lines down doesn't it say

1 building and then it has BD, LB and UB in parentheses?

2 A. Yes.

3 Q. Okay. And then on that same line, if you go over, it  
4 says BD, correct?

5 A. Yes.

6 Q. Okay. If you go -- if you go down to the bottom and it  
7 says project dollar limitations per project, what is group 1's  
8 dollar limitation?

9 A. It's thirty ---

10 Q. Is that ---

11 A. --- thousand. Thirty thousand (30,000).

12 Q. Thirty thousand dollars (\$30,000.00)?

13 A. Yes.

14 Q. Was that your limitation at the time you entered into the  
15 contract?

16 A. That was the limitation of my license, but that wasn't  
17 the limitation of what they denied. They disregarded my  
18 limitation at the meeting.

19 Q. But wasn't thirty thousand dollars (\$30,000.00) your  
20 limitation ---

21 A. Thirty thousand dollars (\$30,000.00) was my limitation  
22 per item, the masonry, the framing, for each item.

23 Q. Doesn't it say per project?

24 A. Per project, but each -- my license is -- I got framing,  
25 masonry and roofing in my license. And each one of them is

1 thirty thousand dollars (\$30,000.00).

2 Q. Okay.

3 A. Each.

4 Q. Look at Plaintiff's exhibit number 4. What is the  
5 valuation at the top there?

6 A. Forty-two thousand (42,000).

7 Q. Forty-two thousand (42,000)? Which is more than thirty  
8 thousand (30,000), correct?

9 A. Correct.

10 Q. Okay. Did -- you said the State said that the work was  
11 sufficient. Did the State also find that you violated the --  
12 you exceeded the limits on your license?

13 A. No.

14 Q. They didn't?

15 A. No.

16 Q. Did the South Carolina Department of Labor, Licensing and  
17 Regulation fine you for exceeding the limits on your license?

18 A. They fined me for anytime a complaint -- a complaint  
19 being made is a five hundred dollar (\$500.00) fine if they  
20 even come out.

21 Q. I'm showing you what's been marked as Defendant's exhibit  
22 number 10. I'm showing you the second page of that exhibit.  
23 Do you recognize that document?

24 A. No, I don't.

25 Q. Okay. Does it -- does it say that -- at the top it says

1 item 1 and it says engaging or offering to engage in  
2 contracting work or submitting a bid when not properly  
3 licensed or while a license is under suspension or revocation?

4 A. My license was never under suspension.

5 Q. Okay. And if you go down to the bottom, isn't there --  
6 it says item number 2. And it says contracting or offering to  
7 contract for construction work exceeding the limitations of a  
8 group or outside the classification or subclassification of a  
9 license?

10 A. Yes. That's what it says, yes.

11 Q. Okay. So wouldn't you agree that you were fined for  
12 exceeding the limitations ---

13 A. I never ---

14 Q. --- for your license?

15 A. --- saw this paper, though.

16 Q. Did ---

17 A. They fined me -- they fined me because they -- and he  
18 told me that. And when he -- she made that -- the complaint  
19 that each item that he come and find -- come and find that's  
20 wrong, he was going to fine me every -- five thousand dollars  
21 (\$5,000.00) -- five hundred dollars (\$500.00) per item that he  
22 find.

23 And I told him that it seems like he was making a threat  
24 toward me. And I didn't even saw what was going on. And  
25 that's -- that's where that came into. And then he -- when he

1 did come -- and he told me that he have to fine me because I'm  
2 the contractor. That's what he said to me. I never received  
3 a paper from him at all. He said he was going to send her a  
4 paper out there, but I never seen the paper.

5 Q. But you were fined for ---

6 A. I was fined -- I was fined -- I'm telling you what I was  
7 fined for. When he told me that if he come out there, I'm  
8 going to pay a fine for even coming there. That's what he  
9 said to me. I don't have a paper in regards of what you have.

10 Q. Were you fined a thousand dollars (\$1,000.00)?

11 A. No, I was fined five hundred dollars (\$500.00).

12 Q. Okay. Even though this document says you were fined ---

13 A. I was fined five hundred dollars (\$500.00). That's all I  
14 ever paid was five hundred dollars (\$500.00).

15 Q. You're asking for, I think you said, thirty-seven  
16 thousand, two hundred dollars (\$37,200.00). I asked for an  
17 itemization of that amount in the discovery and never received  
18 it. What -- can you itemize the thirty-seven thousand, two  
19 hundred (37,200)?

20 A. That was the balance of the -- off the seventy-four  
21 thousand dollars (\$74,000.00) that was -- that was owed.

22 Q. So that's the balance of the contract is what you're  
23 saying?

24 A. That's it.

25 Q. And the forty-two thousand dollars (\$42,000.00) that you

1 were going to do of work, that's work that you yourself ---

2 A. That's what I was going to do.

3 Q. Let's let each other finish before we -- it's hard for  
4 the court reporter to get it in. And you agree that under the  
5 BD1 classification you were only allowed to enter into a  
6 contract or a project for up to thirty thousand dollars  
7 (\$30,000.00)?

8 A. It's per -- per item. Per -- on my license -- the way my  
9 license is set up, it's three different -- three different  
10 limitations on it. That's per each one, each item. It's not  
11 just per -- it's under each one of them. I can do thirty  
12 thousand (30,000) under framing, I can do thirty thousand  
13 (30,000) under masonry, and I can do thirty thousand dollars  
14 (\$30,000.00) under -- the framing, masonry and the roofing.

15 Q. Do you have any evidence of that? It says per project.  
16 And you were fined for exceeding this. So you're saying --  
17 what you're saying is it's thirty thousand dollars  
18 (\$30,000.00) for building, thirty thousand dollars  
19 (\$30,000.00) for roofing, thirty thousand dollars (\$30,000.00)  
20 for brick-work, is that what you're trying to say?

21 A. Under each item, yeah.

22 Q. Okay. And it's not so ---

23 A. I can't exceed under each one of those items up to thirty  
24 thousand dollars (\$30,000.00).

25 Q. Okay. So how many items do you have?

1 A. Three.

2 Q. Three? Okay. But does your license state that, that you  
3 have three items?

4 A. Yes.

5 Q. Okay. It says -- one says BD1. So you're a general  
6 contractor 1. And so it says thirty thousand dollars  
7 (\$30,000.00) per project.

8 (Pause)

9 Q. How many different items can you have under a  
10 classification, under a BD classification?

11 A. The three that I'm -- that I'm certified under.

12 Q. Okay. So isn't -- is that included? If you look right  
13 here ---

14 **THE COURT:** What exhibit are you showing him, please?

15 **MR. HAYES:** I'm sorry, Your Honor. I'm showing him page  
16 9 of the -- Plaintiff's exhibit number 3, which is the  
17 contract.

18 Q. If you look at that, it says building, and it has three  
19 classifications, doesn't it? Right here?

20 A. Yes.

21 Q. Okay. And the classification out to the side is BD,  
22 correct?

23 A. And my license is BD1.

24 Q. Right. So BD includes all those three items, correct?

25 A. If that's where you're referring it, yeah.

1 Q. Okay. So you would admit that the classification BD  
2 includes the three items you -- you said the brick-work, the  
3 framing and the, I think, roofing you said?

4 A. Yes.

5 Q. Okay. And that's all included in BD. And down there it  
6 says group 1, thirty thousand dollars (\$30,000.00). It  
7 doesn't say per item. It says for the classification.  
8 Wouldn't you agree with that?

9 A. I agree with what I'm -- yeah.

10 Q. Okay. Because in the -- in your deposition did you --  
11 did you mention that it was the -- you had thirty thousand  
12 dollars (\$30,000.00) under each item and not per  
13 classification? You're saying that ---

14 A. That's what I -- the same thing as what you said just  
15 then. That's the same thing I admit, you know, that it's  
16 under each classification there.

17 Q. But if you do it -- are you saying that if you do a  
18 project and it's ninety thousand dollars (\$90,000.00) as long  
19 as it's thirty thousand dollars (\$30,000.00) roofing, thirty  
20 thousand dollars (\$30,000.00) frame-work, and thirty thousand  
21 dollars (\$30,000.00) your other classification that you're  
22 okay with that? That that classification's okay? That work  
23 project's okay?

24 A. No, I'm saying that's what -- that's what -- I got those  
25 three items under that. I could do up to thirty thousand

1 dollars (\$30,000.00) per.

2 Q. Because didn't you admit in your deposition that you were  
3 only licensed thirty thousand dollars (\$30,000.00) per  
4 project? But you said Ms. Mayes and Ms. Means ---

5 A. That's under each project. Yeah, I can't go no further  
6 than thirty thousand dollars (\$30,000.00) project-wise, but  
7 that's the way my license is laid out, thirty thousand  
8 (30,000) under each -- that's as far as I can go under each  
9 one of them. But not under the contract, one per contract. I  
10 can't exceed over thirty thousand dollars (\$30,000.00).

11 Q. Okay. For one contract?

12 A. Yeah.

13 Q. And wouldn't you agree that this was one contract?

14 A. Yeah.

15 Q. Okay.

16 **MR. HAYES:** Beg your indulgence, Your Honor.

17 (Pause)

18 **MR. HAYES:** I don't have any further questions. Thank  
19 you.

20 **THE COURT:** All right. Redirect.

21 **MR. PARKER:** Briefly, Your Honor.

22 **Redirect Examination by Mr. Parker:**

23 Q. Okay. Mr. Good, back to the contract, Plaintiff's 3, if  
24 you would turn to that page 9 that Mr. Hayes questioned you  
25 about, what it says at the top, classification, abbreviations,

1 dollar amount, limitations.

2 A. Um-hum (affirmative).

3 Q. Okay. Down at the very bottom at the right hand side of  
4 the page, it's in italics, very small print, will you read  
5 what that says?

6 A. Where was it at?

7 Q. Down at the very bottom of the page, right here. Does  
8 that say revised June 2014?

9 A. Yes.

10 Q. Okay. All right. Are you aware whether that dollar  
11 amount for the limitation per project for group 1 was  
12 increased after that date?

13 A. Yeah, it was increased to fifty thousand (50,000).

14 Q. Okay. When was the first time you ever knew anything  
15 about Ms. Means having a problem with your license?

16 **THE COURT:** That's not responsive to cross. Keep it  
17 limited to that.

18 **MR. PARKER:** Thank you, Your Honor. That's all I have.

19 **THE COURT:** Let me ask you something, Mr. Parker. Did  
20 you have any further questions on that?

21 **MR. HAYES:** I was just going to ask him ---

22 **THE COURT:** You have to ask -- go ahead. You're limited  
23 only to what he asked.

24 **MR. HAYES:** Okay.

25 **Recross-examination by Mr. Hayes:**

1 Q. Mr. Good, do you know when the BD1 classification to  
2 fifty thousand dollars (\$50,000.00), when that took effect?

3 A. It was right then when we was doing the project. They  
4 went ---

5 Q. But was it after December of 2015?

6 A. It was in '15 when it went up. But it was during the  
7 project -- when the contract was signed, it was like shortly  
8 after that, that's when the amount went up on it.

9 Q. Shortly after the contract was signed?

10 A. Yeah.

11 Q. Okay.

12 **MR. HAYES:** No further questions, Your Honor.

13 **THE COURT:** Thank you, sir. You can have a seat. Is  
14 that your case, Mr. Parker?

15 **MR. PARKER:** With the inclusion of the excerpts of Ms.  
16 Means' deposition, yes, sir.

17 **THE COURT:** All right. Thank you. Any motions?

18 **MR. HAYES:** I'd like to move for directed verdict because  
19 it's clear that he exceeded his classification. He has  
20 admitted that he was only licensed up to thirty thousand  
21 dollars (\$30,000.00). And he admitted the work he himself was  
22 going to do was forty-two thousand dollars (\$42,000.00), Your  
23 Honor.

24 **THE COURT:** All right. I'll take that under advisement.

25 **MR. HAYES:** Okay. Thank you.



1 was the licensure issue, so that's not relevant.

2 **MR. HAYES:** Well, Your Honor, it was -- it was raised as  
3 a defense. The work that -- it was raised as a defense, ---

4 **THE COURT:** Let me see ---

5 **MR. HAYES:** --- not a counter-claim.

6 **THE COURT:** Just one second.

7 (Pause)

8 **THE COURT:** Point to where it's raised.

9 (Pause)

10 **MR. PARKER:** And, Your Honor, may I, while Mr. Hayes is  
11 doing that?

12 **THE COURT:** Hang on. I would point you out to paragraph  
13 16. It says that Plaintiff believes that the work was  
14 substandard.

15 **MR. HAYES:** Yes, sir.

16 **THE COURT:** Other than that, ---

17 **MR. HAYES:** Yes, sir.

18 **THE COURT:** Sir?

19 **MR. HAYES:** I mean, yes, sir, you're correct, Your Honor.  
20 Paragraph 16 says ---

21 **THE COURT:** Other than that one allegation?

22 **MR. HAYES:** Right. That's it, Your Honor.

23 **THE COURT:** I'll let you get into it a little bit. I  
24 think that doesn't get you there, but I'll let you get into it  
25 a little bit. Go ahead.

1           **MR. HAYES:** I understand, Your Honor.

2           **Direct Examination by Mr. Hayes Continued:**

3           Q. Ms. Means, do you have -- still have problems with the  
4 house?

5           A. Yes, sir. It's still in the state that Mr. Good left it  
6 in.

7           Q. Okay. Would you go into when you first constructed the  
8 house, the problems you had?

9           A. With the initial builder or with Mr. Good?

10          Q. With the initial builder.

11          A. Okay. I entered into a contract with Pennyworth Homes in  
12 2009 to build the home that now stands at 342. Roughly around  
13 the end of 2009 and top of 2010 Pennyworth had made agreements  
14 that they were going to complete the project, but they failed  
15 to do that.

16           I want to say by the end of the year of 2010 at that time  
17 I had Langley and Hodge Law Firm representing me in reference  
18 to how Pennyworth left the home and the state that I was in in  
19 that situation. The courts awarded me the home and quarter  
20 million dollars in reference to that situation with the  
21 initial builder on the home.

22          Q. The initial builder being Pennyworth Homes?

23          A. Yes, sir.

24          Q. You said you obtained a judgment of two hundred and  
25 forty-two thousand (242,000). Did you collect anything on

1 that judgment?

2 A. Just the home.

3 Q. I'm sorry?

4 A. Just the home. No money at all.

5 Q. Okay. And it was in the condition -- it was just framed  
6 in when Pennyworth Homes stopped it, is that correct?

7 A. It was roughed-in, but -- even the doors was on the home,  
8 two doors was stolen off the home and all the wiring was cut  
9 out of the home.

10 Q. Okay. Did you sign the contract that's marked as  
11 Plaintiff's exhibit number 3? If I have those.

12 (Pause)

13 A. Yes. This is the contract that Melissa Mayes presented  
14 to myself and Mr. Good on December the 23rd of 2015.

15 Q. Okay. Well, it's dated December 31st. You said December  
16 23rd.

17 A. It was the 23rd, that's correct. I see that it has the  
18 31st on it.

19 Q. Okay. So both you and Tony Good signed the contract on,  
20 I think it's on page number 5?

21 A. Yes, sir.

22 Q. Did you file a complaint with South Carolina Labor  
23 Licensing and Regulation?

24 A. I did. Yes, sir.

25 Q. Why?

1 A. There were some issues inside the home that Mr. Good and  
2 I were not seeing eye to eye on. And he wouldn't address  
3 them. And so I filed a complaint with South Carolina  
4 Licensing and Regulation.

5 Q. Okay. Do you know the outcome of that -- of that  
6 complaint?

7 A. Yes, sir. He was fined for violation of not having the  
8 proper license to do the work that he contracted to do.

9 **MR. HAYES:** I beg your pardon, Your Honor.

10 (Pause)

11 Q. Can you identify Defendant's exhibit number 10?

12 A. Yes, sir. This is the document that I received from the  
13 Department of Labor, Licensing and Regulations that I  
14 requested through the Freedom of Information Act in reference  
15 to the complaint that I made against Mr. Good and the fines  
16 that they offered in reference to the violations they found in  
17 reference to this particular file.

18 Q. Okay. So that's a document you yourself received in  
19 response to a Freedom of Information Act request?

20 A. Yes, sir. 'Cause I didn't initially receive it when they  
21 filed -- when it was issued, so I requested through Freedom of  
22 Act [sic].

23 Q. And does it show that -- is there a name at the top on  
24 the left hand side?

25 A. Yes, sir. It's in reference to Good's Building. And it

1 also lists his license -- his license number as well.

2 Q. Did they mark out anything on that letter, page 2 of  
3 Defendant's number 10?

4 A. I believe it may be his address that they -- that was  
5 stricken.

6 Q. Okay. And it shows -- does it show a fine amount?

7 A. Yes, sir.

8 Q. What fine amount does it show?

9 A. One thousand dollars (\$1,000.00).

10 Q. Okay.

11 **MR. HAYES:** Your Honor, I don't have any further  
12 questions.

13 **THE COURT:** Nothing further?

14 **MR. HAYES:** No, sir.

15 **THE COURT:** Okay. Cross-examination.

16 **Cross-examination by Mr. Parker:**

17 Q. Do you recall when you made the complaint to ---

18 **THE COURT:** Would you drop your mask for me, please.

19 **MR. PARKER:** Oh, I'm sorry.

20 **THE COURT:** Thank you.

21 **MR. PARKER:** I'm so used to the thing.

22 **THE COURT:** I know.

23 Q. Do you recall when you made your complaint to the License  
24 -- Labor, License and Regulation, the commission that you were  
25 talking to Mr. Hayes about?

1 A. July of 2016.

2 Q. July of 2016?

3 A. Yes, sir.

4 Q. And when you made your complaint, what was the subject of  
5 it?

6 A. Substandard work and abandonment.

7 Q. Substandard work?

8 A. Yes. The reason why I filed that is because of the work  
9 that Mr. Good had done, and for about two months Mr. Good  
10 didn't show up to the -- to the job, Mr. Good nor his crew.

11 Q. Okay. And in relation to that complaint there was an  
12 inspection report that was entered by the inspector, is that  
13 right?

14 A. Yes.

15 Q. Okay. And you were present when I was questioning Mr.  
16 Good about that. And it is correct to say that that  
17 inspection found that there was no violation with regard to  
18 abandonment and substandard work, right?

19 A. That's correct. But he did say that there was cosmetic  
20 damages and that I should file a separate lawsuit against Mr.  
21 Good, which I did make an attempt to file a lawsuit against  
22 Mr. Good in reference to those cosmetic damages.

23 I spoke to your partner, Chad Jenkins, in reference to  
24 that. And he said that because of Mr. Good's license were out  
25 -- were not -- he did work beyond his limitation that I should

1 force Mr. Good to sue me, and here we are today.

2 Q. Okay. So in any event, -- let's see. Now you said that  
3 you had a problem with the previous contractor that initially  
4 did the initial construction work. Did you say that was  
5 Pennyworth Homes?

6 A. It was Pennyworth Homes. And I don't know the ins and  
7 out behind -- the reason why they stopped. It was rumored  
8 that it may have been bankruptcy. I don't know. All I know  
9 is that, you know, the judge -- what mortgage was on record,  
10 it was stricken here in Newberry County and that I was awarded  
11 the home and the two hundred and forty-two thousand dollars  
12 (\$242,000.00). That's all I know.

13 Q. Right. And that was in Spartanburg County, right?

14 A. That took place in Spartanburg County because of the  
15 courtroom setting. I don't know what circuit we was in. But  
16 I did live in Spartanburg County, but it was held in  
17 Spartanburg County.

18 Q. Right. Because that's where Pennyworth Homes was based  
19 out of, right?

20 A. There or Florida. I'm not certain.

21 Q. Okay. Well, let me hand you what's been marked as  
22 Plaintiff's 14.

23 A. Okay.

24 Q. If you know what that is, could you tell us?

25 A. Yes. This -- this is the permit that Pennyworth pulled

1 back in 2009.

2 Q. Okay. And what's the date on it?

3 A. The date on here, October 16th, 2009.

4 Q. Okay. And so Pennyworth Homes pulls the permit. And did  
5 they start work sometime shortly after that?

6 A. I assume so.

7 Q. Okay. And then they, I guess, stopped work at some point  
8 in time? Isn't that what you told Mr. Hayes?

9 A. Yes. They stopped, I want to say, before March of 2010.

10 Q. Okay. And so then there was -- once they stopped there  
11 was no other work done to your house until Mr. Good came  
12 along?

13 A. Correct.

14 Q. And, again, that was started in the first part of 2016?

15 A. He supposed to had started on January the 8th per the  
16 contract, but he didn't pull his permit until the 26th, on  
17 January 2016. I want to say he started somewhere at the end  
18 of January and the top of February.

19 Q. So he did -- he started at the first part of 2016. So  
20 the point is, though, that the house just sat there for six  
21 years or so?

22 A. Yes.

23 Q. Roughly? Okay. On Plaintiff's 14 does it show a value  
24 for the permit that they pulled?

25 A. The value -- are you talking about the evaluation of ---

1 Q. Up at the very top ---

2 A. Yes.

3 Q. --- where it talks about the value of the permit. Right  
4 beside where the date was.

5 A. Okay. A hundred and thirty thousand (130,000).

6 Q. Okay. Does that approximate the amount of money that  
7 you'd agreed to pay Pennyworth Homes had they actually  
8 followed through with the contract that they signed with you?

9 A. That's correct.

10 Q. Okay. All right. So -- but at the end of that  
11 proceeding, I think you said, Hodge and Langley was helping  
12 you with?

13 A. That's correct.

14 Q. You were awarded a bunch of money, but you didn't get the  
15 money?

16 A. That's correct.

17 Q. But you didn't have to pay Pennyworth any for the work  
18 that they did do?

19 A. Correct.

20 Q. Okay. And would you put a percentage on how much of the  
21 work had been done by Pennyworth Homes?

22 A. The house was roughed-in, so it was over -- over 50  
23 percent.

24 Q. Over 50 percent. And then at some point in time, I guess  
25 it was 2015, somewhere along early 2016, you attended a

1 closing, did you not, for a construction loan with USDA?

2 A. It wasn't -- well, it was through USDA, but my closing  
3 was with Lisa Senn here in Newberry.

4 Q. Right.

5 A. It was scheduled for the date that's on this contract,  
6 which is December the 31st. But it was held -- it was held  
7 over because on the 30th Mr. Good and myself both got a call  
8 from USDA asking us to go and open up a joint account at any  
9 bank because Melissa Mayes had written a check out directly to  
10 Mr. Good for seventy-four thousand dollars (\$74,000.00).

11 Ms. Senn, who was the closing attorney at that time, she  
12 refused to do the closing because that check was written out  
13 to Mr. Good for seventy-four thousand dollars (\$74,000.00) and  
14 that USDA had sent over a blank contract.

15 Q. You're right. Because that wasn't the way it was  
16 supposed to go, right?

17 A. Correct.

18 Q. Right. In other words, there were going to be draws. He  
19 wasn't getting it all at one time, right?

20 A. It was three draws that was set up. The very first draw  
21 supposed to had been eleven thousand and one hundred dollars  
22 (\$11,100.00), but the very first draw that Mr. Good received  
23 was twenty-two thousand and two hundred dollars (\$22,200.00).  
24 The second draw supposed to had been eleven thousand dollars  
25 [sic] and one hundred dollars (\$11,100.00) as well. That draw

1 was exactly eleven thousand dollars [sic] and one hundred  
2 dollars (\$11,100.00).

3 **THE COURT:** How much was the first draw?

4 A. Twenty-two thousand and two hundred dollars (\$22,200.00).

5 Q. Okay. So -- but in any event, at some point in time  
6 after that snafu by Ms. Mayes about how the money was going to  
7 be handled, you did close the construction loan with USDA,  
8 right?

9 A. Yes.

10 Q. And in that closing you promised to pay USDA how much  
11 money?

12 A. My initial borrowing was eighty thousand dollars  
13 (\$80,000.00).

14 Q. Eighty thousand dollars (\$80,000.00). Okay.

15 A. Six thousand (6,000) was for closing. And seventy-four  
16 thousand dollars (\$74,000.00) was in reference to the contract  
17 that Mr. Good had with us.

18 Q. Okay. So what is euphemistically called closing costs,  
19 the costs associated with conducting the closing in the first  
20 place, paying Ms. Senn, recording the mortgage and all these  
21 other kinds of things was going to be paid by the six thousand  
22 dollars (\$6,000.00) you mentioned?

23 A. The six thousand dollars (\$6,000.00) covered Ms. Senn,  
24 home buyers counseling that I had to go through. I had -- Ms.  
25 Mayes asked that I get blue prints drawn to this home. So I

1 had to get those drawn.

2 She didn't accept the first set, which I was charged five  
3 hundred dollars (\$500.00). She didn't accept the first set.  
4 I got the second set drawn. And I think it was like two  
5 thousand, three hundred and twenty-five dollars (\$2,325.00).

6 Q. Um-hum (affirmative).

7 A. So -- and that was money that I paid out. And so part of  
8 the six thousand dollars (\$6,000.00) was reimbursement for  
9 everybody.

10 Q. Right. So those items that you just mentioned, you got  
11 reimbursed through that six thousand dollars (\$6,000.00)?

12 A. Um-hum (affirmative). Yes, sir.

13 Q. Okay. So if you remember, how much money did you  
14 actually come out of pocket?

15 A. How much money did I actually come out of pocket with?

16 Q. At the closing?

17 A. Nothing.

18 Q. Okay.

19 A. Well, I say nothing, but I still have a mortgage. So I'm  
20 still paying on it.

21 Q. Sure. I understand. Okay. So did you tell me when you  
22 did that closing?

23 A. The closing was set for the 31st of January, I mean, the  
24 31st of December. But I want to say that the closing took  
25 place on the 8th of January of 2016, I believe.

1 Q. I see. All right. So as of January 8th of 2016 the idea  
2 was that you were going to have your home completed and you  
3 were going to borrow eighty thousand dollars (\$80,000.00) to  
4 do it?

5 A. No. The loan had already been approved September 2015.

6 Q. I appreciate that. But you signed all of the paperwork  
7 for the loan on January 8th, you said, of 2016?

8 A. The money was approved September of 2015. Ms. Good --  
9 Mr. Good, myself and Melissa met and signed the contract  
10 that's in question about ---

11 Q. Right.

12 A. --- the different draws that was on December the 23rd,  
13 2015. We met with Lisa Senn, who was the closing attorney on  
14 the 31st, but it didn't go through because of the check that  
15 was written directly to Mr. Good for seventy-four thousand  
16 dollars (\$74,000.00) and a blank contract was sent over by  
17 Melissa Mayes. That was rescheduled to a later date because  
18 Ms. Senn ask that she put something on the contract even if  
19 she put TBD to put to be determined in those blanks that she  
20 sent over. And I think that meeting took place on January the  
21 8th of 2016.

22 Q. Right. And would it be at that meeting at Ms. Senn's  
23 office, the second one, where you signed the promissory note  
24 and those kind of things?

25 A. Yes.

1 Q. And the promissory note that you signed at that meeting  
2 somewhere around January 8th of 2016 where you said that you  
3 were promising to pay the United States Department of  
4 Agriculture eighty thousand dollars (\$80,000.00), right?

5 A. Correct.

6 Q. Okay. And so that was the idea at that point in time.  
7 And -- let's see. And you mentioned that Mr. Good got two  
8 draws, one for twenty-two ---

9 A. The first one was twenty-two thousand and two hundred  
10 dollars (\$22,200.00). And he actually -- I didn't sign off on  
11 anything. Mr. Good brought that check to me because he went  
12 to -- he went to the Chester office and picked that check up  
13 as well ---

14 Q. Um-hum (affirmative).

15 A. --- as the second one. He went to -- he went and picked  
16 those checks up from Chester, South Carolina, the USDA office  
17 in Chester from Melissa Mayes.

18 Q. Uh-huh (affirmative). And why did he bring the check to  
19 you?

20 A. I think both of our signatures had to go on the check.

21 Q. Okay.

22 A. Yes.

23 Q. So at least with those two checks you signed them, right?

24 A. I recall signing the first one. I don't recall signing  
25 the second one. But I do know that he received it.

1 Q. Right. But there's no question he got two draws?

2 A. Correct.

3 Q. Okay. And so you got all that stuff in front of you. If  
4 you would, find Plaintiff's number 5.

5 A. Plaintiff's number 5.

6 (Pause)

7 A. Do you mind if I put -- give me a second to put all these  
8 in order?

9 Q. Sure. Whatever makes you happy.

10 (Pause)

11 A. Okay. You can start. We're looking at 5?

12 Q. Yes, ma'am, 5.

13 A. Okay.

14 Q. All right. So Plaintiff's 5 is the inspection report,  
15 Ms. Mayes for the USDA at your home of Mr. Good's work, is  
16 that right?

17 A. Can you repeat your question?

18 Q. Yeah. Plaintiff's 5 represents an inspection report that  
19 was done by Melissa Mayes with the USDA of work done by Mr.  
20 Good at your home, is that right?

21 A. This is what I see in front of me, but I'm not certain if  
22 that's the day that it took place.

23 Q. Okay. So explain to me what you mean by that.

24 A. 'Cause I requested to be present during the inspections,  
25 and I wasn't present during any of the inspections of the ---

1 Q. Okay. But -- so it is true, though, that Ms. Mayes was  
2 to inspect the work before Mr. Good ever got any draw, right?

3 A. That and also he was supposed to provide payroll and  
4 proof that he had paid whatever items that he had purchased to  
5 go into the home. That was part of the contract.

6 Q. Okay. And so what Plaintiff's 5 represents is a report  
7 that Ms. Mayes did an inspection that's dated February 10th,  
8 2016. You mentioned that he got -- Mr. Good got a first draw,  
9 some twenty-two thousand, two hundred dollars (\$22,200.00),  
10 something like that?

11 A. Um-hum (affirmative).

12 Q. Would it have been in and around that date, February 10th  
13 of 2016 when he got that first draw?

14 A. I'm not certain.

15 Q. Okay. Do you have any idea when he got that first draw?

16 A. No, sir.

17 Q. Okay. What was your understanding about how the draws  
18 were going to work?

19 A. My understanding that it would be one-third, one-third  
20 and 100 percent. One-third -- the first one-third supposed to  
21 had been eleven thousand, one hundred dollars (\$11,100.00).  
22 The second one-third supposed to had been eleven thousand, one  
23 hundred dollars (\$11,100.00). And the second -- let me go  
24 back.

25 The first one-third supposed to had been eleven thousand

1 dollars (\$11,000.00) even. The second draw supposed to had  
2 been eleven thousand dollars (\$11,000.00) even. And the final  
3 supposed to had been fifty-two thousand dollars (\$52,000.00).

4 Q. Okay. So ---

5 **THE COURT:** What was the last amount, please?

6 A. The last -- the final supposed to had been fifty-two  
7 thousand (52,000).

8 **THE COURT:** Fifty-two?

9 A. Yes, sir.

10 Q. Okay. So -- let's see. If you would, turn to  
11 Plaintiff's 7. And would you agree with me that what that  
12 represents is an acknowledgment by Mr. Good that he received a  
13 check for eleven thousand, one hundred dollars (\$11,100.00)  
14 representing a payment for 75 percent for the 75 percent  
15 inspection?

16 A. That appears to be his signature. But I wasn't present,  
17 so I really don't know. I'm just reading what's on here.

18 Q. All right. Yes, ma'am. That's all I'm asking you to do.  
19 And so what's the date on that?

20 A. This is dated March 28th, 2016.

21 Q. Okay. All right. So you were present when Mr. Good said  
22 that he didn't get any draw after that date. Do you -- do you  
23 have any evidence to the contrary?

24 A. No, I don't.

25 Q. Okay. And go back to Plaintiff's 6, which is the

1 inspection report dated March 28th, 2016 wherein Ms. Mayes  
2 says that the percentage complete is 75 percent. You agree  
3 that's what it says, right?

4 A. This is exhibit 6?

5 Q. Yeah. Yes, ma'am.

6 A. Yes.

7 Q. All right. So that was March 28th, 2016. It was,  
8 according to Ms. Mayes, 75 percent complete. And it's showing  
9 on Plaintiff's 7 Mr. Good got a draw on that date, March 28th,  
10 2016, but he didn't get anymore payments. Move with me now to  
11 Plaintiff's exhibit 8.

12 A. Are you asking a question?

13 Q. Yeah. I'm wanting you to ---

14 A. Okay.

15 Q. --- go to exhibit 8.

16 A. So ---

17 Q. Wait, wait, wait. Just go to -- go to exhibit 8.

18 A. Okay.

19 Q. Now you agree with me that exhibit 8 is an inspection  
20 report where Ms. Mayes, doing another inspection, indicates  
21 that the percentage complete is 100 percent, is that right?

22 A. That's what she has on here on October 21st, 2016. But  
23 this inspection was completed after the certificate of  
24 occupancy.

25 Q. Uh-huh (affirmative).

1 A. And it's dated October the 21st.

2 Q. Right.

3 A. And it also notes in here that, you know, homeowner has  
4 multiple concerns which appears to be cosmetic. Mr. Good and  
5 I was still going back and forth about the cosmetic damages on  
6 the inside of the home at that time. And the punch list that  
7 he, you know, that was made -- he was given a punch list in  
8 May. And he was also given a punch list in July. And he was  
9 also given a punch list in writing and sent certified  
10 September the 1st.

11 Q. Okay. Well, ---

12 A. So he was -- his contract was over really -- expired on  
13 July the 8th. He only had six months from January the 8th and  
14 he was still going back and forth in the home even after his  
15 contract had ended on July the 8th of 2016.

16 Q. Okay. When did his contract say ---

17 A. July 8th, 2016 it expired.

18 Q. And when did you say you gave him the second punch ---

19 A. He got one in May and he got one in July.

20 Q. Okay. So ---

21 A. And then I sent him one ---

22 Q. --- his contract's up in July, but yet you're giving him  
23 a punch list?

24 A. No, he had it prior to that.

25 Q. But you gave him another one, right? Isn't that what you

1 just said?

2 A. And I sent it certified to him on September the 1st.

3 Q. Okay. Good. So on Plaintiff's 8 -- comparing

4 Plaintiff's 6 and Plaintiff's 8 you would agree with me that

5 according at least to Ms. Mayes with the USDA that there was

6 25 percent of the project completed in that time period?

7 A. Which exhibit are you looking at?

8 Q. We're comparing Plaintiff's 6 and Plaintiff's 8.

9 (Pause)

10 Q. So my question is you would agree that at least according

11 to Ms. Mayes 25 percent of the project had been completed

12 between March 28th that's shown on Plaintiff's 6 and October

13 21st that's shown on Plaintiff's 8?

14 A. Okay.

15 Q. You agree with me on that?

16 A. By these documents, yes.

17 Q. Okay. So was there work done between March and October?

18 A. There was like two, two and a half months where there was

19 no work done. It was just ---

20 Q. I understand. But my question is was there work done?

21 A. Yes, there was work done, but there was like two, two and

22 a half months where work was not done.

23 Q. But there was work and materials and all that supplied

24 between March and October?

25 A. I don't know. I mean, the sheetrock and everything that

1 Mr. Good -- was pretty much in the home for him, so ...

2 Q. Okay. So what I'm asking you is on Plaintiff's 6 it  
3 shows -- your lender says that the project is 75 percent  
4 complete in March of 2016. Plaintiff's 8 says that your  
5 lender says that the project is 100 percent complete. And so  
6 that 25 percent in the middle, my question is doesn't that  
7 mean that there's labor and materials supplied into your home  
8 to make it go from 75 percent to 100 percent complete?

9 A. Yes. By these documents, yes.

10 Q. Okay.

11 A. But we were still having issues as far as the cosmetic  
12 issues.

13 Q. I understand.

14 A. We was still having issues ---

15 Q. I understand.

16 A. --- that still remain til today.

17 Q. I understand. Okay. So now isn't it true that at some  
18 time shortly after the October 2016 time-frame that it was  
19 determined by USDA that the principal of your loan would be  
20 reduced by the amount of money that had not been distributed  
21 to Mr. Good?

22 A. USDA wrote me the following year, ---

23 Q. Uh-huh (affirmative).

24 A. --- I was still living in an apartment, USDA wrote me a  
25 letter saying because of the impasse between Mr. Good and

1 myself that they decided the remaining -- the money that was  
2 remaining, they put it on the principal as a proterment  
3 (ph.).

4 Q. Right. Okay. Now I don't expect you to give me an exact  
5 amount. The Court's got the documents and other forms to  
6 inform the exact amount. But you would agree with me that  
7 that principal reduction, the amount of your loan, instead of  
8 being eighty had been reduced to somewhere around forty-five,  
9 forty-six thousand dollars (\$46,000.00), is that right?

10 A. That was USDA's doing, not mine.

11 Q. But I'm right when I say that?

12 A. Yes, that's correct.

13 Q. Okay. So at the end of the day you got a house that's a  
14 hundred and thirty thousand dollars (\$130,000.00) that you  
15 were willing to pay for from this construction by Pennyworth  
16 Homes as contracted. You've not come out of pocket for any  
17 closing costs. And now you've got a mortgage of only forty-  
18 five, forty-six thousand dollars (\$46,000.00)?

19 A. (Affirmative nod).

20 Q. And Mr. Good did work between seventy-five and a hundred  
21 and he hasn't been paid, is that right?

22 A. So Mr. Good has been paid thirty-three thousand and three  
23 hundred dollars (\$33,300.00).

24 Q. I appreciate that. Now let's go back to Plaintiff's 3,  
25 the contract. We're going to focus on paragraph 2, okay?

1 A. Go ahead.

2 Q. Read for me the first sentence of paragraph 2.

3 A. The first sentence say partial payment is not to exceed  
4 60 percent of the value of the work in place. Will be made at  
5 a interest of one-third, one-third and 100 percent.

6 Q. All right. So isn't it true that according to that  
7 language there in the contract that when Mr. Good got a draw  
8 he was not getting the full value of the progress of the  
9 project, instead he was getting only up to 60 percent of it?  
10 Is that right?

11 A. Mr. Good and I both was confused at the signing of this  
12 contract, what it meant by 60 percent. Even though we were  
13 told eleven thousand (11,000), he got more than what Ms. --  
14 what was said at this ---

15 Q. Right. But that's what the contract says, right?

16 A. Right. Ms. Mayes tried to -- she tried to explain to us  
17 what it meant by this 60 percent.

18 Q. Okay. And then let's look -- let's see. The last  
19 sentence of paragraph 2, would you read that for the Court.

20 A. It say upon completion of the whole contract and the work  
21 as required hereunder by the owner and rural development and  
22 complies by the contract with all terms and conditions of this  
23 contract, the amount due the contract will be paid. Well, I  
24 wasn't in agreement.

25 Q. Okay. That was my question. All right. So -- all

1 right. You have the -- you went so far as to have the State  
2 inspector come and look at Mr. Good's work. And that  
3 inspector didn't find anything wrong. You had the County look  
4 at it, and the County didn't find anything wrong. They gave  
5 you a certificate of occupancy. So you just didn't want to  
6 accept the work, is that right?

7 A. No. What Ms. Mayes -- Ms. Mayes had asked me to get  
8 estimates on the issues that were present in the home. She  
9 don't -- she suggested W.E. Baker. Mr. Baker came out and  
10 inspected the home. And I think he had gave a estimate about  
11 seven thousand dollars' (\$7,000.00) worth of work that needed  
12 to be completed that wasn't completed.

13 And then there was West Construction from Greenville that  
14 came out and looked at -- that looked at the home. And he  
15 gave a estimate about nine thousand dollars' (\$9,000.00) worth  
16 of work that needed to be addressed by Mr. Good.

17 And then Casey Construction also came down from North  
18 Carolina area and gave a estimate. And I think his estimate  
19 was like thirty-three thousand dollars (\$33,000.00). So there  
20 were still some work in the home that needed to be addressed  
21 that was on the punch list.

22 Q. That's work that you -- you asked these folks to come in  
23 on ---

24 A. As suggested by Ms. Mayes. Not only that, she even  
25 suggested that I contact her husband who is also a contractor.

1 I called him five times, but he never returned any of my  
2 calls.

3 Q. Right. But there's no question then that Ms. Mayes  
4 signed what is Plaintiff's 8 where she says that the house is  
5 100 percent complete for USDA's purposes, right?

6 A. Even though she signed that, when she come out to the  
7 home she suggested to me to have Mr. Good to redo the cabinets  
8 and the countertops 'cause she said those were the most  
9 expensive issues in the home that needed to be addressed.  
10 When Mr. Good, myself, Ms. Mayes and Tim Ellis visited the  
11 home on November 10th of 2016 she -- they were also present --  
12 this was after the certificate of occupancy was issued, they  
13 came, we all met at the home. They walked through the home.  
14 They were able to see the ceilings of the home where you could  
15 still see every piece of sheetrock, every piece of tape, some  
16 of the mud throughout the home, the cracks in the ceilings,  
17 the cabinets, again, the missed drills on the drawers, ---

18 Q. Yeah.

19 A. --- the vanities in the bathroom, how they're not --  
20 wouldn't fasten, and the spacing in the bathrooms. I mean,  
21 they saw that and they asked Mr. Good if he would address it.  
22 And this was after the certificate of occupancy was issued.

23 Q. Yeah. Okay.

24 A. And it still exists today. I have a brand new dishwasher  
25 in the home that I've never used. And I've been in there for

1 four years.

2 Q. Okay. So has anyone done any of this corrective work  
3 that you ---

4 A. No, sir. Because we in litigation, so I left the home in  
5 the state that Mr. Good left it in.

6 Q. Okay. So -- let's see. Now do you have an uncle that's  
7 a contractor?

8 A. Yes, sir.

9 Q. Why didn't you ask him to do the work?

10 A. Because -- Mr. Good and I had started working on -- I  
11 want to say in 2013 -- when I got the order from the court  
12 saying that the home was being granted to me, I started  
13 talking to Mr. Good.

14 He came in and inspected the home and told me what all I  
15 needed to get done on the home. When Mr. Good inspected the  
16 home, he said the only issues that he had was he found a  
17 little mold that was setting in because that house had been  
18 open, but as far as the construction of the home, he said that  
19 everything was pretty good.

20 Initially Mr. Good gave me a estimate of thirty-five  
21 thousand dollars (\$35,000.00), and then he changed it to fifty  
22 thousand dollars (\$50,000.00), then he changed it to seventy-  
23 four thousand dollars (\$74,000.00).

24 We started in 2014. And so I applied to get a loan with  
25 USDA I want to say June 24th of 2014. I didn't pre-qualify,

1 so I had to send in thirty-two dollars (\$32.00) to get the  
2 actual application to actually go through the process. I want  
3 to say that took almost a year and a half.

4 I asked Casey Construction and I also asked Mr. Good for  
5 estimates. Because of Mr. Good had been walking alongside of  
6 me, I gave it to Mr. Good 'cause he had been walking alongside  
7 with me. Yes, my uncle did provide a bid. And if I had known  
8 that Mr. Good's license wasn't where they needed to be, I  
9 could have used my uncle instead of Mr. Good.

10 Q. Okay. Okay. So -- let's see. Ms. Means, do you ever  
11 recall making the statement at a Sunday school class to the  
12 effect of that God blessed you with a house for free? Do you  
13 remember saying something like that?

14 A. No.

15 Q. Okay.

16 **MR. PARKER:** That's all I got, Your Honor.

17 **THE COURT:** All right. Thank you, ma'am. You may be  
18 seated.

19 **MR. HAYES:** Your Honor, I don't think the statutes have  
20 really changed, the relevant statutes have changed, but I have  
21 a copy of the 2015 statute ---

22 **THE COURT:** Yeah, I'd like to see it.

23 (Pause)

24 **MR. HAYES:** Your Honor, I only had one -- I only had one  
25 copy of that. I did highlight a few things. I should have

1 had two copies. I showed it to Kyle, though.

2 **THE COURT:** Let me ask, first of all, Mr. Parker, at the  
3 time your client entered into this contract, what was the  
4 license limit that he had? I'm not buying ninety thousand  
5 dollars (\$90,000.00). That's incorrect.

6 **MR. PARKER:** Yeah. I believe, Your Honor, although I ---

7 **THE COURT:** At this juncture, you should know.

8 **MR. PARKER:** Yeah. I believe it was thirty thousand  
9 dollars (\$30,000.00).

10 **THE COURT:** Okay. Thank you. Does your client -- he was  
11 unclear as to the amount of his first draw, Mr. Parker, but  
12 Ms. Means said the amount of the first draw was twenty-two,  
13 two. Do y'all dispute ---

14 **MR. PARKER:** That's correct, ---

15 **THE COURT:** --- dispute that?

16 **MR. PARKER:** --- Your Honor. That's correct, Your Honor.  
17 The ---

18 **THE COURT:** So he's been paid ---

19 **MR. PARKER:** Ms. Mayes, I think, has also ---

20 **THE COURT:** Sir?

21 **MR. PARKER:** I said Ms. Mayes also attested to that.

22 **THE COURT:** Right. So he's been paid thirty-three,  
23 three?

24 **MR. PARKER:** That's correct, Your Honor.

1           **THE COURT:** According to your client's testimony today he  
2 said that the original contract price, the value of his work  
3 was forty-two thousand dollars (\$42,000.00) based on the  
4 permit he pulled, correct?

5           **MR. PARKER:** That's his testimony, yes, sir.

6           **THE COURT:** That's exactly what his testimony was. Let  
7 me ask you this. I saw where the HVAC was backed out for  
8 fifty-eight hundred dollars (\$5800.00). Were there any other  
9 tradesmen, as you referred to them, paid by USDA?

10          **MR. PARKER:** Your Honor, the only ones that I have  
11 documentation for are the HVAC ones. That's the only ones  
12 that Ms. Mayes gave us records for.

13          **THE COURT:** From the twenty thousand dollars (\$20,000.00)  
14 that your client allegedly pulled from his personal savings,  
15 ---

16          **MR. PARKER:** Yes, sir.

17          **THE COURT:** --- which tradesmen did he pay with that?

18          **MR. PARKER:** I'd have to examine him about that, Your  
19 Honor.

20          **THE COURT:** Ask him right now.

21                 (Whereupon Mr. Good was questioned by Mr. Parker)

22 Q. Mr. Good, you heard the Judge's question. Of the twenty  
23 thousand dollars (\$20,000.00) that you say you pulled from  
24 your account to purchase materials or pay for work you did out  
25 at Ms. Means' home, what was paid with that twenty thousand

1 dollars (\$20,000.00)? Can you tell us? You've got to speak  
2 up.

3 A. That was the masonry guy, when he finished up, I had to  
4 pay him out of pocket because I couldn't get the balance to  
5 pay anybody else. I had to pay that.

6 And then I had -- down at Lowe's, I had to pay that  
7 account. And then Sherwin Williams, all the paints and  
8 everything that I had to pay. And the electrical person, I  
9 had to end up paying because these are the two who help me all  
10 the time. And I had to pay my bills and pay these guys.  
11 Everything had been paid except me. I'm the only one that  
12 hadn't been paid. All the other stuff has been paid. There's  
13 no one I owe anything on her house. And I paid all that stuff  
14 until -- they still do things -- stuff for me because I had  
15 paid them out of pocket because I didn't get the final draw.

16 **THE COURT:** Do you have a record of that -- do you mind  
17 if I ask your client ---

18 **MR. PARKER:** Go ahead.

19 **THE COURT:** Do you have a record of this -- those  
20 payments?

21 A. I don't have no records of that. No, I don't.

22 **THE COURT:** Sir?

23 A. I don't have no records with me of that. I'm ---

24 **THE COURT:** I know you don't have -- do you have records  
25 available of those monies you paid to the other tradesmen on

1 the job?

2 A. I can get it from them what -- they can tell you themself  
3 what I paid them. That ain't a problem in getting what was  
4 paid-wise.

5 **MR. PARKER:** I think -- the question is can you get the  
6 records?

7 A. Yeah, I can get it.

8 **THE COURT:** Okay. Would you do that?

9 **MR. PARKER:** I will.

10 **THE COURT:** Did any or both of you subpoena the USDA's  
11 file on this case?

12 **MR. PARKER:** Yes, sir.

13 **THE COURT:** And you saw -- you said that the only payment  
14 in the file that would have been reflected was twenty-two, two  
15 and the eleven, one to your client and then fifty-eight  
16 hundred (5800) to the HVAC people?

17 **MR. PARKER:** I believe that's correct, Your Honor.

18 **THE COURT:** Okay. Do you disagree with that?

19 **MR. HAYES:** No, Your Honor. No, Your Honor.

20 **THE COURT:** On this job from what you can see, you had  
21 HVAC, you had electrical, right?

22 **MR. PARKER:** Yes, sir.

23 **THE COURT:** Who paid the electrical people?

24 A. I paid the electrical people.

25 **THE COURT:** Don't ...

1           **MR. PARKER:** Your Honor, I would have to examine my  
2 client about that, but I believe he did.

3           **THE COURT:** Well, did you pay the electrical?

4           A. I paid all the bills on the house myself-wise.

5           **THE COURT:** Did you pay the electrical?

6           A. Yeah, I paid the electrical.

7           **THE COURT:** Okay. That's contrary to what he said, by  
8 the way. All right.

9           Go ahead and submit the affidavit, I mean, the  
10 depositions, Court exhibit that we talked in the beginning,  
11 get those documents. I want each and every payment he made on  
12 this job, I want him to give you copies of it, proof of it. I  
13 want to look at it and I want it accounted for.

14           Because, quite frankly, I was just playing with the  
15 numbers over here, he says it's forty-two thousand, he's  
16 already been paid thirty-three, three. So at best he's  
17 looking at eighty-seven hundred (8700) at best in this case.  
18 And just my first -- but I don't believe that the USDA would  
19 have allowed these other people to perform work on this job  
20 without them getting paid directly from their file.

21           So there's a step-off between payments that were due and  
22 payments that are made because I can't tell -- because it  
23 seems the actual payments defy the testimony I heard in this  
24 courtroom today, okay?

25           **MR. PARKER:** Yes, sir. I'll be glad to get those records

1 from Mr. Good. And the only qualification I would give you on  
2 all of that is he was -- it's not -- because the thirty-three  
3 thousand dollars (\$33,000.00) he got was his. He was paying  
4 the subs and all that kind of stuff with it. But I  
5 understand. I'm going to get all those documents for you.

6 And, Your Honor, if I could, I'd like to move to amend  
7 the complaint to conform to the evidence heard today.

8 **THE COURT:** Based on what?

9 **MR. PARKER:** Based on the evidence that was heard today.  
10 To the extent ---

11 **THE COURT:** Well, specifically tell me what evidence that  
12 is, Mr. Parker.

13 **MR. PARKER:** Okay. Well, Mr. Good indicated that he --  
14 that the agreement made at the meeting that was either  
15 December 31st or December 23rd of 2015 was that the  
16 tradesmen's work would be backed out of the contract. And so,  
17 therefore, that was part of his agreement which supplemented  
18 the written agreement. And it would be his position that the  
19 agreement was the written agreement as supplemented by the  
20 agreement made between he, Ms. Mayes, and Ms. Means at that  
21 meeting regarding the tradesmen.

22 **THE COURT:** Well, his testimony -- and he did say that.  
23 But his actual testimony as to the contract value was forty-  
24 two thousand dollars (\$42,000.00). That's what he testified  
25 to. My notes indicate that. I took very copious notes. He

1 said I pulled the permit, which was, what, exhibit 4,  
2 somewhere in there, ---

3 **MR. PARKER:** Yes, sir.

4 **THE COURT:** --- forty-two thousand dollars (\$42,000.00).  
5 And that's based on the value of the work that I performed on  
6 the job ---

7 **MR. PARKER:** Right.

8 **THE COURT:** --- within my contract limitations.

9 **MR. PARKER:** Yes, sir.

10 **THE COURT:** Okay? What's your position on -- and so  
11 specifically how are you asking to allow the complaint to be  
12 amended?

13 **MR. PARKER:** So as to -- so as to have in the pleadings  
14 that idea that the agreement was supplemented by -- the  
15 written agreement was supplemented by the oral agreements  
16 foraged at the meeting in December of 2015.

17 **THE COURT:** That the other tradesmen's amounts would be  
18 backed out of the original sum?

19 **MR. PARKER:** Right. Yes, Your Honor.

20 **THE COURT:** All right. I don't know that it makes any  
21 difference to be quite frank with you.

22 **MR. HAYES:** I think fifty-eight hundred (5800) was backed  
23 out. And I think he testified ---

24 **THE COURT:** No, just about his motion. I know the facts  
25 ---

1           **MR. HAYES:** Yeah. Mr. Good said basically the same thing  
2 at his deposition that's in the record. I ask that it be  
3 denied. Again, he's testified that he himself was going to do  
4 work for forty-two thousand dollars (\$42,000.00).

5           **THE COURT:** You know, I think the question is to me in  
6 this case, I think everybody agrees, and I think Mr. Parker --  
7 that the contract limitation per project, not per practice  
8 area, was thirty thousand dollars total. Whether the parties  
9 allegedly could waive that amount because even by Mr. Good's  
10 own testimony, he was twelve thousand dollars (\$12,000.00)  
11 above his contractual limit, whether that amount could be  
12 waived by the home owner defendant in this matter based on  
13 their conduct.

14           I know we talked about this in my chambers, you can waive  
15 it by failing to plead license limitations, but there's some  
16 kind of discussion as to whether or not that can be waived by  
17 the conduct of the parties. I've not seen any cases to that  
18 effect, but I'll certainly look at it. I want to get that  
19 other information too.

20           **MR. PARKER:** Yes, sir.

21           **THE COURT:** Okay? Yes, sir.

22           **MR. HAYES:** Would I be entitled to that information as  
23 well?

24           **THE COURT:** Of course you would.

25           **MR. HAYES:** Okay.

1           **THE COURT:** Of course. It goes without saying, copy him  
2 on that if you don't mind.

3           **MR. PARKER:** Okay. I will. I'll try to -- if it's okay,  
4 Your Honor, I'll try to send that information along with the  
5 deposition that I'm going to get.

6           **THE COURT:** Right. The deposition for procedural  
7 purposes, which was Court's exhibit number 1 for the Defendant  
8 or number 2 -- Plaintiff being 1 and then Defendant's number 2  
9 is to be sent to the clerk, not the court reporter. It's  
10 already been listed as an exhibit. And so it just goes  
11 straight to the clerk so she can keep it maintained in her  
12 records. So you don't need to send that to me. You can email  
13 it to me, and I can just read it that way.

14           **MR. HAYES:** Do you want me to -- I'm sorry. Do you want  
15 us to email a copy to you? Okay.

16           **THE COURT:** Yeah. Just do that. That way it'll be a lot  
17 easier instead of mailing it. And do that with your exhibits  
18 because there are a lot of people getting paid out here that's  
19 not reflected in what I see in here. All right, guys.

20           **MR. PARKER:** Your Honor, one more thing.

21           **THE COURT:** Yeah, yeah, yeah.

22           **MR. PARKER:** On the records from Mr. Good, would it be  
23 easier just to e-file that or just email it to you?

24           **THE COURT:** Don't e-file it because they won't let it  
25 come in to me e-filed. But email, which is different.



**DESIGNATED PORTIONS OF DEPOSITION OF MELISSA MAYS**

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

TONY T. GOOD,

Plaintiff(s),

vs.

C.A. No.: 2017-CP-36-00598

TOMEKIA MEANS, UNITED STATES  
DEPARTMENT OF AGRICULTURE,

Defendant(s).

---

DEPOSITION OF MELISSA S. MAYS

---

DATE TAKEN: Thursday, February 28, 2019  
TIME START: 10:03 a.m.  
TIME END: 11:49 a.m.  
LOCATION: Pope Parker Jenkins, P.A.  
1508 College Street  
Newberry, South Carolina  
REPORTED BY: SHERI L. BYERS  
Registered Professional Reporter  
EVERYWORD, INC.  
P.O. Box 1459  
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803.212.0012

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1 yeses or nos instead of uh-huhs and huh-uhs.

2 A. Okay.

3 Q. Because the court reporter has a hard time  
4 discerning what an uh-huh or huh-uh is. Particularly  
5 when we read it afterwards.

6 And if at any point in time you need to  
7 take a break, we are more than happy to accommodate  
8 you in that respect.

9 A. Okay.

10 Q. I hope to not take a lot of your time.

11 A. Okay.

12 Q. But if you need a break, just let me know  
13 and we'll do that.

14 The other part about it is, is because you  
15 technically are a representative of a party, if we do  
16 take a break, then you cannot discuss your testimony  
17 in this case with your attorney Mr. Conits.

18 A. Okay.

19 Q. You can talk about anything else under the  
20 sun but not your testimony. Is that okay?

21 A. Yes.

22 Q. Okay. All right. So if you would, tell us  
23 your full name.

24 A. Melissa Mays.

25 Q. Okay. Where do you live, Ms. Mays?

1 A. I live in Newberry.

2 Q. Okay. And how long have you lived in  
3 Newberry?

4 A. For 13 years.

5 Q. Okay. What brings you to Newberry?

6 A. I got married.

7 Q. Okay. And what's your husband's name?

8 A. Thad Mays.

9 Q. And where do you all live again?

10 A. On Calhoun Street.

11 Q. And what do you do for a living, Ms. Mays?

12 A. I'm a loan specialist with Department of  
13 Agricultural, Rural Development.

14 Q. I understand. Okay. How long have you  
15 been doing that?

16 A. 34 years.

17 Q. Oh, wow. During those 34 years, can you  
18 quantify how many loans you've dealt with?

19 A. Oh, wow. Let's see.

20 Q. A best guess would be fine.

21 A. Probably 2- to 3,000.

22 Q. Oh, wow. Okay. Well, as a part of  
23 carrying out your duties as a loan specialist, tell  
24 us what exactly you do.

25 A. Basically an underwriter.

1 mentioned that it's possible that a customer would  
2 locate a house and then would work on a loan.

3 A. Correct.

4 Q. Do you also do construction loans?

5 A. Yes, we do.

6 Q. Okay. Now, the context of this proceeding,  
7 did there come a time where you were asked to  
8 consider a construction loan for the defendant  
9 Tomekia Means?

10 A. Yes.

11 Q. Okay. And do you recall what property she  
12 was asking the USDA to consider a loan, construction  
13 loan for?

14 A. Yes.

15 Q. Okay. Can you tell me what that property  
16 is?

17 A. It's -- you want the address?

18 Q. Sure.

19 A. It's Leaman -- 342 Leaman Avenue,  
20 L-e-a-m-a-n, in Whitmire.

21 Q. Okay. And if you remember, just tell me  
22 how you first came in contact with Ms. Means.

23 A. She filed an application with us to --  
24 wanting to complete -- excuse me, her home was  
25 already partially constructed. She wanted a loan to

1 complete the construction of it.

2 MR. PARKER: Okay. All right. So I'm  
3 going to show you a document, which we'll mark  
4 as Plaintiff's Exhibit 1.

5 - - -

6 (PLF. EXH. 1, Survey, was marked for  
7 identification.)

8 - - -

9 MR. PARKER: When you have a chance, take a  
10 look at it and tell me if you've seen it before.

11 Guys, I'm sorry, I wasn't planning on  
12 George being around.

13 THE WITNESS: Yes, I have seen it.

14 BY MR. PARKER:

15 Q. Okay.

16 A. This was the initial surveyor or plot plan  
17 because the -- but they renamed the 911 address  
18 system, they renamed the street.

19 Q. Okay.

20 A. It initially was Duckett Street.

21 Q. I see. So you're referring to the fact on  
22 Plaintiff's 1, there's a notation of 301 Duckett  
23 Street?

24 A. Correct.

25 Q. And what you're telling me is that the 911

1 address for Whitmire changed to Leaman Street?

2 A. Yes.

3 Q. Okay.

4 A. But that is the location.

5 Q. Okay. Yeah. So the question is, is the --  
6 well, first, Plaintiff's 1 is a survey, is it not?

7 A. Yes.

8 Q. And is that the survey of the property that  
9 Ms. Means was asking USDA to enter into a  
10 construction loan?

11 A. Yes.

12 Q. Okay. All right. And so I think you had  
13 mentioned just now that when she came to your office  
14 that the home was partially constructed. I forget  
15 exactly how you said it but --

16 A. Yes, that's correct.

17 Q. Explain that to me.

18 A. The property was framed in. Had walls, the  
19 studded walls up and a roof on it. It was wrapped in  
20 insulation, but that was -- I think that was the  
21 extent of it.

22 Q. Okay.

23 A. I'm not even sure how much -- I'd have to  
24 look back to see how far there was plumbing in it and  
25 all. I don't even think it had been plumbed. I

1 don't think there was any electrical or anything like  
2 that, but it was framed.

3 Q. I see. All right. So I'm going to give  
4 you another document, which will be Plaintiff's 2.

5 THE WITNESS: You need a picture or  
6 anything with that?

7 MR. PARKER: We're going to get to that.

8 - - -

9 (PLF. EXH. 2, Building Residential Permit,  
10 was marked for identification.)

11 - - -

12 BY MR. PARKER:

13 Q. And I'd ask you to take a look at  
14 Plaintiff's 2, and once you've had a chance, tell me  
15 what it is.

16 A. This is the building permit.

17 Q. Okay. Have you seen that before?

18 A. Uh-huh.

19 Q. Okay.

20 A. Oh, wait a minute. Wait a minute. No.

21 This was -- I have not seen this. I'm sorry.

22 Q. Okay.

23 A. This was her initial.

24 Q. Her initial?

25 A. Building permit for the -- when the

1 dwelling was first -- construction first started with  
2 Pennyworth Homes.

3 Q. I see. Okay. So Plaintiff's 2 is a  
4 building permit from Newberry County for Pennyworth  
5 Homes; is that right?

6 A. Yes.

7 Q. Okay. Can you tell me, there's a date down  
8 at the bottom, can you tell me what that is?

9 A. 10-16-2009.

10 Q. Okay. And so then Plaintiff's 2 is the  
11 building permit that defendant Means got for  
12 Pennyworth Homes in 2009; is that right?

13 A. Correct.

14 Q. And so this was before she came to USDA?

15 A. Yes.

16 Q. Okay. And do you -- or did Ms. Means tell  
17 you anything about what happened with the  
18 construction by Pennyworth Homes?

19 A. No.

20 Q. But in the end when she came to you, some  
21 work had been done?

22 A. Correct.

23 Q. Okay. All right. And before I get too  
24 much further, let me ask you this, during this  
25 proceeding, you were asked to provide copies of

1 documents from your file, were you not?

2 A. Yes.

3 Q. And you were asked to provide those  
4 documents to me and my office; is that right?

5 A. Yes.

6 Q. And you did provide those documents, did  
7 you not?

8 A. Yes, I did.

9 Q. And those documents that you provided came  
10 from your file?

11 A. Yes.

12 Q. That you keep at USDA?

13 A. Yes.

14 Q. Okay. And you keep those records in the  
15 regular course of your duties as the loan specialist?

16 A. Yes.

17 MR. PARKER: Okay. All right. So I'm  
18 going to hand you another document, which will  
19 be marked Plaintiff's 3.

20 - - -

21 (PLF. EXH. 3, Appraisal Report, was marked  
22 for identification.)

23 - - -

24 BY MR. PARKER:

25 Q. Have a look at that. I'll represent to you

1 it is an incomplete copy of an appraisal report, and  
2 I guess the question is, have you seen this appraisal  
3 report?

4 A. Yes.

5 Q. Okay. And on the first page of Plaintiff's  
6 3, who does it say the appraisal report was prepared  
7 for?

8 A. USDA Chester Area Office.

9 Q. Okay. Would you have been the one to order  
10 that?

11 A. Yes.

12 Q. Okay. So if you would, look through the  
13 next few pages of that document and tell me what you  
14 see.

15 A. Can I look at mine?

16 Q. Sure.

17 A. I assume these are the photos. These are  
18 photos of the existing dwelling.

19 Q. Okay.

20 A. That we were -- she was asking for  
21 financing to complete.

22 Q. Sure. But for purposes of the record, you  
23 are looking now at the original appraisal that is in  
24 your file because you brought your file with you.

25 A. Yes.

1 Q. Can you tell me whether Plaintiff's 3 is a  
2 copy of the pictures of the original from your file?

3 A. Yes.

4 Q. Okay. And so again, what do these pictures  
5 show?

6 A. This is the subject -- photos of the  
7 subject dwelling.

8 Q. Okay. And so --

9 A. And the state that it was in when we  
10 entered into the -- well, when she was -- we were  
11 making a loan to complete the dwelling.

12 Q. Okay.

13 A. The construction.

14 Q. All right. So looking at the first page of  
15 Plaintiff's 3, there's a date on that appraisal  
16 report. Can you tell me what that date is?

17 A. 9-3-2015.

18 Q. Okay. So is it fair to say then that the  
19 pictures in Plaintiff's 3 represent the condition of  
20 the home as it existed on September 3rd of 2015?

21 A. Yes.

22 MR. PARKER: Okay. All right. Not to  
23 belabor the point, but I'm going to give you  
24 another compilation of documents here.

25 - - -

1 (PLF. EXH. 4, Photographs, was marked for  
2 identification.)

3 - - -

4 BY MR. PARKER:

5 Q. Okay. Which has now been labeled as  
6 Plaintiff's 4. If you would take a look at that and  
7 if you know what those document -- or what those  
8 documents purport to be, then you can tell me.

9 A. Yeah. These photos were made by the  
10 technician in our office when we typically would go  
11 out to do a property inspection and he went for me.  
12 And those were the photos he took.

13 Q. Okay. So these are photos taken by your  
14 office --

15 A. Correct.

16 Q. -- of the property as it existed at the  
17 time of Ms. Means' application?

18 A. Yes.

19 Q. Okay. And so I don't want to ask you to  
20 give me a specific date, but is it fair to say that  
21 Ms. Means' application to your office would have been  
22 sometime shortly before September 3rd of 2015?

23 A. I can tell you. It would have been before,  
24 probably a good bit before that because it was kind  
25 of a drawn-out process. She filed in 2014, if I'm

1 not mistaken.

2 Q. Okay.

3 A. Yeah. July 8th of 2014 is when she filed  
4 an application with us.

5 Q. I see. Okay. Now --

6 A. I might can tell you the date that he did  
7 those pictures. This was probably around September  
8 of 2015.

9 Q. Okay.

10 A. When she visited this property, it's  
11 probably just before we ordered that appraisal.

12 Q. Very good. Thank you. If you would go  
13 back with me to Plaintiff's 3, and let's see, it  
14 would be the fourth page.

15 A. Okay.

16 Q. And if you would, look with me at the first  
17 picture at the top of that page.

18 A. Uh-huh.

19 Q. Does that appear to show some plumbing that  
20 had been done? Or wait a minute. You're looking at  
21 the wrong page.

22 A. Yeah.

23 Q. Go back to the next one.

24 A. Yes, it does.

25 Q. Okay.

1 A. There was some plumbing and electrical.

2 Q. Okay.

3 A. What we consider a rough-in stage.

4 Q. Right. There was some plumbing work that  
5 had been done --

6 A. Yes.

7 Q. -- by the previous contractor?

8 A. Yes.

9 Q. And some electrical that had been done by  
10 the previous contractor?

11 A. Yes.

12 Q. Did the pictures on the page that you're  
13 looking at, particularly the second and third ones,  
14 do they show receptacles that have been -- and/or  
15 switches that have been wired in?

16 A. Yes.

17 Q. Okay. Okay. So at the time that Ms. Means  
18 came to USDA then, the house had been from an  
19 exterior standpoint constructed in the fashion as  
20 shown in Plaintiff's -- well, the pictures in  
21 Plaintiff's 3 and 4; is that right?

22 A. Yes.

23 Q. So from the exterior, it had been roughed  
24 in as you called it?

25 A. Correct.

1 Q. And from the interior, it had been roughed  
2 in?

3 A. Yes.

4 Q. Complete with some plumbing and electrical?

5 A. Yes.

6 Q. All right. So when Ms. Means came in to  
7 fill out the application, that application was  
8 processed and what happened from there?

9 A. Tell me what you mean.

10 Q. Generally speaking, she makes the  
11 application. I presume you processed it; is that  
12 right?

13 A. Yes.

14 Q. And you told us earlier that you were  
15 processing it in order to determine whether she was  
16 eligible or not, right?

17 A. That's right.

18 Q. Okay. And was she ultimately determined to  
19 be eligible?

20 A. Ultimately, she was.

21 Q. Okay. And so after she was determined to  
22 be eligible, what happened then?

23 A. That's when she would have secured a  
24 contractor and submitted a bid.

25 Q. Okay.

1           A.    For the work.  She had to get -- I know she  
2           tried to get the plans from Pennyworth Homes but was  
3           not successful.  So she had to hire an architect to  
4           draw the plans for the home, the existing floor plan,  
5           and then we included that in her loan to -- we  
6           reimbursed her for that out of her loan.

7           Q.    I see.  So was the USDA involved or your  
8           office at all involved in contacting contractors.  
9           to --

10          A.    No.

11          Q.    -- get bids?

12          A.    No.

13          Q.    Okay.  And so at some point she came to you  
14          with a bid; is that right?

15          A.    Uh-huh.

16          Q.    Okay.

17          A.    Yes.  Sorry.

18                MR. PARKER:  That's fine.  All right.  I'm  
19                going to show you a document that will be  
20                labeled as Plaintiff's 5.

21                               - - -

22                (PLF. EXH. 5, Construction Contract, was  
23                marked for identification.)

24                               - - -

25                BY MR. PARKER:

1 Q. I hand you Plaintiff's 5. If you would,  
2 take a look at it and tell me what it is.

3 A. This is the construction contract between  
4 Ms. Means and Mr. Good.

5 Q. Can you tell me what the date of the  
6 contract is?

7 A. It's December 31st, 2015.

8 Q. Okay. And who drafted this contract?

9 A. I did.

10 Q. Is this contract on a form that your office  
11 uses?

12 A. Yes.

13 Q. Okay. Did Ms. Means have any participation  
14 in the drafting of this contract?

15 A. She and Mr. Good, we decided together to  
16 draw schedule.

17 Q. Okay.

18 A. So other than that, no.

19 Q. Okay. So what you're telling me is at some  
20 point in time, Ms. Means, Mr. Good, and yourself  
21 discussed the draw schedule that appears in the  
22 contract?

23 A. We did.

24 Q. Okay. And so is that the extent of  
25 Ms. Means' participation in the drafting of the

1 contract?

2 A. Yes, as far as I know.

3 Q. Okay. And other than the discussions about  
4 the draw schedule that you just mentioned, did  
5 Mr. Good have any participation in the drafting of  
6 the contract?

7 A. No. Other than the draw schedule, no.

8 Q. Okay.

9 A. Well, and the dates, the contract -- the  
10 contract dates, he would have. When he could start  
11 work and complete work.

12 Q. Okay. So as far as the -- well, let me  
13 back up. Is the form contract that is Plaintiff's 5,  
14 does it contain both typewritten provisions and  
15 handwritten provisions?

16 A. Yes.

17 Q. Okay. And so would Ms. Means have  
18 participated in any way regarding the typewritten  
19 terms of the contract?

20 A. No.

21 Q. All right. So if you would, turn with me  
22 to the sixth page of Plaintiff's 5.

23 A. Uh-huh.

24 Q. Do you see -- tell me what you see there.

25 A. This was the quote from Mr. Good to

1 complete the dwelling.

2 Q. Okay. Now, is this quote a part of the  
3 contract?

4 A. Yes, it is.

5 Q. Okay. Does it show the scope of the work  
6 of the contract?

7 A. Somewhat. I mean, it is not as detailed  
8 as, you know, we would like, but yes, it does.

9 Q. Okay. And who provided this quote to you?

10 A. Mr. Good.

11 Q. Okay. And so the -- what does Mr. Good's  
12 quote say the cost of the construction would be?

13 A. 74,000.

14 Q. Okay. And is that the amount that appears  
15 on the first page of the contract as the contract --

16 A. Yes.

17 Q. -- price?

18 A. Yes.

19 Q. Okay. And so whether it's as detailed as  
20 you would like it or not, it does reflect the scope  
21 of the work as intended by the parties?

22 A. Yes.

23 Q. Okay. All right. And would you tell me  
24 whose name is at the -- or what name is at the top of  
25 the quote?

1 A. Good's Building.

2 Q. Okay. What is your understanding about, if  
3 you have any, about Mr. Good's relationship to Good's  
4 Building?

5 A. He's the owner.

6 Q. Okay. Do you know if that's a  
7 doing-business-as name for Mr. Good or --

8 A. I don't.

9 Q. Okay. But nonetheless, at the top of the  
10 quote it's got Good's Building, right?

11 A. Yes.

12 Q. Okay. All right. So if you would follow  
13 me to the next page, which is the seventh page of  
14 Plaintiff's 5, what is that?

15 A. This is a copy of the license that I pulled  
16 from the South Carolina licensing board online.

17 Q. Okay.

18 A. To verify that the contractor has an active  
19 license and no issues.

20 Q. I see. And so whose license information  
21 did you pull as is reflected on page 7 of Plaintiff's  
22 5?

23 A. Good Building.

24 Q. Okay. And on that, does it show what  
25 classification Good Building has?

1 A. It's -- yes. It's BD1.

2 Q. Okay. And does it show who is the  
3 designated supervisor for Good Building?

4 A. Tony Good.

5 Q. Okay. Now, if you would follow me to the  
6 next page and tell me what that is.

7 A. That's the -- when you click on for the  
8 building classification, this is what it shows on the  
9 licensing, on the LLR.

10 Q. Okay. And so it shows licensing for who on  
11 page 7?

12 A. Good Building.

13 Q. Okay. And so back up with me. On the top  
14 of page 7, who is it showing this information relates  
15 to?

16 A. Tony Good.

17 Q. Okay. And it reflects that Tony Good is  
18 supervised by who?

19 A. Good Building.

20 Q. Okay. Now follow with me to the next page.  
21 Can you tell me what page 8 of Plaintiff's 5 is?

22 A. That's the classification abbreviations.

23 Q. Okay.

24 A. From the licensing board.

25 Q. Okay. So when we talked about Mr. -- or

1 Good Building's classification being BD1, I believe  
2 it was --

3 A. Uh-huh.

4 Q. -- does it show on that what the  
5 limitations are or are not for BD1?

6 A. Yes.

7 Q. Okay. All of this information related to  
8 Mr. Good or Good Building's license, was Ms. Means  
9 provided a copy of that?

10 A. Yes.

11 Q. Okay. And she was provided a copy of that  
12 at the time of the contracting?

13 A. Correct. Yes.

14 Q. So when the contract was entered on  
15 December 31st of 2015, Ms. Means had a copy of all of  
16 this information related to Good Building's license?

17 A. Yes.

18 Q. Okay. All right. So before any work was  
19 done under the contract, Ms. Means had a copy of all  
20 of the information related to Mr. -- or Good  
21 Building's license?

22 A. Yes, she did.

23 Q. Okay. And so she was well aware of his  
24 license before any work was done?

25 A. Yes.

1 Q. Okay. But she proceeded with the work  
2 anyway?

3 A. Yes.

4 Q. Okay. All right. So now, at any point in  
5 time from the beginning of the contracting process or  
6 during the work, was there ever any confusion as to  
7 who the contractor was?

8 A. No.

9 Q. Okay. And so Ms. Means never had any  
10 confusion as to whether the contractor was Good  
11 Building or Tony Good?

12 A. No.

13 Q. Okay. And so at the initiation of the  
14 contract, did Ms. Means give you any indication that  
15 she was in any way dissatisfied with the contract or  
16 Mr. Good's license?

17 A. No.

18 Q. Okay. And she proceeded to enter into this  
19 contract and allow Good Building or Mr. Good or to  
20 proceed with the work?

21 A. Yes.

22 MR. PARKER: Okay. All right. So I'm  
23 going to hand you a document which will be  
24 labeled as Plaintiff's 6.

25 - - -

1 (PLF. EXH. 6, Settlement Statement, was  
2 marked for identification.)

3 - - -

4 BY MR. PARKER:

5 Q. And when you have a chance, just tell me  
6 what it is.

7 A. It's a settlement statement from her loan  
8 closing.

9 Q. Okay. So it's a settlement statement from  
10 Ms. Means' loan closing or closing of the loan from  
11 your office; is that right?

12 A. That's correct.

13 Q. And what is the date on that settlement  
14 statement?

15 A. January 8th, 2016.

16 Q. Okay. So is that the date that she closed  
17 the construction loan with your office?

18 A. Yes.

19 Q. Okay. So it's a little more than a week  
20 after she gets into the contract, which is  
21 Plaintiff's 5?

22 A. Yes.

23 Q. Okay. Now, I'm going to ask you some  
24 questions about some of the numbers on here just  
25 because I'm curious and want to know. On the first

1 page of Plaintiff's 6, on the left-hand side of the  
2 page, you will see an entry on line 207 for  
3 construction draw in the amount of 60,000 -- I mean,  
4 \$6,000. Do you see that?

5 A. Uh-huh.

6 Q. Is that a yes?

7 A. Yes. I'm sorry.

8 Q. That's okay.

9 Do you recall what the purpose of that  
10 \$6,000 was?

11 A. No. I'll look back on the closing  
12 instructions. It would have been for her closing.  
13 It would have been for closing costs. It would not  
14 have been money for Mr. Good.

15 Q. Okay. Well, that was my question.

16 A. All right. This would have been her  
17 closing expenses reimbursed for like the architect,  
18 that type of thing.

19 Q. I understand. So on page 2 of Plaintiff's  
20 6, down at the very bottom in 1303 and 1304, you will  
21 see that there are items payable to Tomekia Means.  
22 Can you tell me what those are for?

23 A. One is for her homeowners education course  
24 that we require. It was \$125. And then  
25 reimbursement costs \$2,235. I would assume that was

1 for the architect. I'd have to look back to be  
2 certain but as well as I can remember.

3 Q. That's fine.

4 A. Okay.

5 Q. It's not a super important item.

6 A. Okay.

7 Q. I just want to make sure I understood it.

8 Okay. But back to page 1 of Plaintiff's 6,  
9 what does it show the amount of the loan to be?

10 A. \$80,000.

11 Q. Okay. So at this point in time as of  
12 January 8, 2016, what we've got is a contract, a  
13 construction contract in the amount of \$74,000 and  
14 then a loan amount of \$8,000.

15 A. 80.

16 Q. Or 80. Sorry.

17 A. Yes.

18 Q. And so the difference between the contract,  
19 the construction contract and the loan amount is  
20 \$6,000; is that right?

21 A. Yes.

22 Q. And your testimony is that the \$6,000 was  
23 intended to cover closing costs and any  
24 reimbursements she was entitled to for architects and  
25 other matters?

1 A. Yes.

2 MR. PARKER: Okay. So let's see. I'm  
3 going to show you another document which will be  
4 marked Plaintiff's 7.

5 - - -

6 (PLF. EXH. 7, Subsidy Repayment Agreement,  
7 was marked for identification.)

8 - - -

9 BY MR. PARKER:

10 Q. Okay. And when you get a chance, just take  
11 a look at it and tell me what it is.

12 A. It's the Subsidy Repayment Agreement.

13 Q. What's the purpose of this document?

14 A. This is so that the government can recoup a  
15 portion of the subsidy that she receives over the  
16 term of the loan. It's due and payable when she no  
17 longer occupies the dwelling or owns it, transfer of  
18 title.

19 Q. Okay. All right. And so what it reflects  
20 is her agreement to repay the subsidy in those  
21 circumstances?

22 A. Yes.

23 Q. Okay. Turn with me to page 3 of that  
24 document.

25 A. Uh-huh.

1 Q. At the top of the page, you will see that  
2 it refers to market value at the time of the original  
3 loan approval for the property located at 342 Leaman  
4 Avenue. Do you see that?

5 A. Yes.

6 Q. Okay. And do you see a value that is  
7 placed in regard to that statement?

8 A. Yes.

9 Q. Okay. What is that value?

10 A. 87,000.

11 Q. What does that value reflect?

12 A. The as-developed value. When the  
13 construction is completed.

14 Q. Okay. So when -- what that number reflects  
15 is the --

16 A. The proposed.

17 Q. Right. Your office's determination of what  
18 the value of the property will be once the  
19 construction is completed?

20 A. Correct.

21 MR. PARKER: Okay. Okay. I'm going to  
22 show you another document which will be  
23 Plaintiff's 8.

24 - - -

25 (PLF. EXH. 8, Mortgage for South Carolina,

1 was marked for identification.)

2 - - -

3 BY MR. PARKER:

4 Q. Okay. When you get a chance, tell me what  
5 that is.

6 A. This is a real estate mortgage for State of  
7 South Carolina.

8 Q. Okay. Is it the mortgage that was entered  
9 in connection with Ms. Means' loan that we're talking  
10 about today?

11 A. Yes, she is the mortgagor.

12 Q. Now, on the first page at the very top  
13 where it says, "This mortgage is made on January 8th,  
14 2015," do you see that?

15 A. I do.

16 Q. Is that a typo?

17 A. Yes.

18 Q. Should it have been 2016?

19 A. It should have been.

20 Q. Okay. And does it reflect later on middle  
21 way down the page that she had signed a note dated  
22 January 8, 2016?

23 A. Yes.

24 Q. Okay. And the same amount as reflected on  
25 Plaintiff's 6 -- or 7, sorry. Or excuse me, 6., the

1 settlement statement as the loan amount?

2 A. Yes.

3 Q. Okay. And do you know if this is the only  
4 mortgage that was ever recorded with respect to this  
5 loan?

6 A. As far as I know, unless we caught that  
7 typo and asked them to rerecord it. I'll look real  
8 quick.

9 I don't see another recorded mortgage.  
10 That's the only one.

11 Q. Okay. All right. And just help me with  
12 the process. What would have happened is there would  
13 have been the contract that we talked about as  
14 Plaintiff's 5 and then the closing which is  
15 represented in Plaintiff's 6, 7, and 8. And then  
16 what would have happened?

17 A. Not sure I understand.

18 Q. So after the closing, what happens?

19 A. Oh, then he was -- he could start  
20 construction immediately.

21 Q. Okay. And did he do that?

22 A. I really don't know what day he started.

23 Q. Yeah. I'm not asking you a specific date.

24 A. Okay. Yes, he did.

25 Q. Okay. All right. And so tell me how that

1 process works. You know, he starts construction, I  
2 think you said that he did not receive the \$6,000  
3 shown as a construction draw on Plaintiff's 6, right?

4 A. That's right, yes.

5 Q. Okay. So he's starting construction. Has  
6 he received any draw --

7 A. No.

8 Q. -- when he starts construction?

9 A. No.

10 Q. Okay. And so he starts construction and  
11 then what happens?

12 A. Well, based on the draw schedule from the  
13 contract, and this was a little bit of an unusual  
14 situation because the property was partially  
15 constructed, so we didn't really have the percentages  
16 that we normally would go by so that's why we kind of  
17 did it at a third of -- you know, to what he  
18 estimated to be a third and so on. You know, he  
19 would ask for a draw. We would go and make an  
20 inspection, you know, see that he was that far along  
21 at whatever point and order a check.

22 Q. I see. Okay.

23 A. Pay him. We withhold -- we only allow  
24 60 percent of the value of the work in place for each  
25 draw. So if he was considered 50 percent complete,

1 you know, he only gets 60 percent of that amount.

2 Q. Right.

3 A. Okay.

4 Q. So help me understand that just one second.

5 So if construction contract is for \$74,000 and he

6 completes 50 percent of the work --

7 A. Right.

8 Q. -- then 50 percent of that would be 37,000;

9 is that right?

10 A. Uh-huh.

11 Q. So what you're telling me is that the draw

12 would not be for 37,000, it would be for 60 percent

13 of that.

14 A. 60 percent of 37,000, correct.

15 Q. Okay. Good.

16 A. We hold back 40 percent all the time until

17 the final draw.

18 Q. I understand. Okay. So but in this case,

19 did Mr. Good make requests for draws?

20 A. Yes.

21 Q. And when he did that, did you go and

22 inspect the property?

23 A. Yes. As far as I know.

24 MR. PARKER: Okay. I'm going to show you

25 what will be labeled Plaintiff's 9.

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(PLF. EXH. 9, Inspection Report Dated  
2-10-2016, was marked for identification.)

BY MR. PARKER:

Q. What is Plaintiff's 9?

A. It's the Inspection Report.

Q. Okay. Is it an Inspection Report that you  
did?

A. It is.

Q. Okay. What is the date on it?

A. February 10th, 2016.

Q. Okay. And so what is that, a month and a  
couple days after the closing?

A. Right. Yes.

Q. Okay. And so at that point in time what  
did you -- or how much of the project did you say was  
complete?

A. 50 percent.

Q. Okay. So he would have then -- I mean,  
this is a result of him asking for a draw; is that  
right?

A. That's right.

Q. Okay. And so you inspected it, determined  
him to be 50 percent done and at some point shortly

1 thereafter there would have been a check payable to  
2 Good's Building for that?

3 A. That's correct.

4 Q. Okay. Now, in the middle of the page of  
5 the first page of Plaintiff's 9, there is a set of  
6 lines. Do you see those?

7 A. Yes.

8 Q. Okay. What are those lines for?

9 A. You're talking about this right here?

10 Q. Yes, ma'am. The lines in the middle of the  
11 page.

12 A. To note any deficiencies from a previous  
13 inspection or if there was something that needed to  
14 be completed at that time, we would have noted it  
15 there.

16 Q. Okay. And so there's nothing in on those  
17 lines in this Plaintiff's 9?

18 A. No.

19 MR. PARKER: Okay. All right. I'm going  
20 to give you a document to be marked Plaintiff's  
21 10.

22 - - -

23 (PLF. EXH. 10, Inspection Report Dated  
24 2-28-2016, was marked for identification.)

25 - - -

1 BY MR. PARKER:

2 Q. And what is Plaintiff's 10?

3 A. Another Inspection Report.

4 Q. Okay. So again, he would have asked for a  
5 draw?

6 A. Yes.

7 Q. And that meant that you were to go inspect  
8 the work and apparently you did that, right?

9 A. Yes.

10 Q. What is the date on Plaintiff's 10?

11 A. That's March 28, 2016.

12 Q. Okay. So we're a little more than a month  
13 and a half after the first inspection; does that  
14 sound right?

15 A. Yes.

16 Q. Okay. And how far along in the  
17 construction did you find that he was at that point  
18 in time?

19 A. We considered it 75 percent.

20 Q. Okay. And with respect to those lines  
21 where you mentioned that there would be notation of  
22 deficiencies and others such as that, other things  
23 such as that, did you note anything on this  
24 inspection report which is Plaintiff's 10?

25 A. No.

1 Q. Okay. That's all right.

2 A. Okay.

3 Q. So if you have more of those documents, do  
4 you mind asking Mr. Conits to provide those to us?

5 A. Sure.

6 MR. PARKER: Okay. All right. So I'm  
7 going to hand you another document which will be  
8 marked Plaintiff's 12.

9 - - -

10 (PLF. EXH. 12, Inspection Report Dated  
11 10-21-2016, was marked for identification.)

12 - - -

13 BY MR. PARKER:

14 Q. And what is Plaintiff's 12?

15 A. This is the final inspection report.

16 Q. Okay. All right. And you say final  
17 because it indicates that the percentage complete was  
18 a hundred percent?

19 A. Correct.

20 Q. Okay. What's the date of that inspection  
21 report?

22 A. October 21st, 2016.

23 Q. Okay. And now, is there anything different  
24 about who the inspectors are on this report as  
25 opposed to the ones we saw in Plaintiff's 9 and 10?

1           A.    Yes. My area director accompanied me to  
2 the inspection.

3           Q.    And who is that?

4           A.    Timothy Ellis.

5           Q.    Okay. And where does Mr. Ellis work out  
6 of?

7           A.    The Chester office.

8           Q.    Okay. All right. And so when this  
9 document reflects then that when you -- well, let me  
10 back up. Did I ask you what the date of the document  
11 was?

12          A.    You did.

13          Q.    Okay. So is it fair to say that what this  
14 document reflects is that as of 10-21-2016, that the  
15 USDA considered Mr. Good to be completed with the  
16 construction of the project?

17          A.    Yes.

18          Q.    Okay. Now, is there anything else  
19 different about this particular inspection report as  
20 to those we saw in Plaintiff's 9 and 10?

21          A.    Yes. We noted that the homeowner still had  
22 some multiple concerns that in our opinion were  
23 cosmetic. The county had issued the Certificate of  
24 Occupancy. We considered the home to be complete.

25          Q.    Okay. And so if the USDA through you or

1 Mr. Ellis had determined that there were any  
2 deficiencies with the work that was done, that would  
3 have been notated on those lines that we discussed on  
4 this form?

5 A. It would have been, and we would not have  
6 finalized it either. We would not have put that it  
7 was a hundred percent complete.

8 Q. Okay. So what Plaintiff's 12 reflects then  
9 is that as far as the USDA was concerned, the  
10 contract, the construction contract was complete?

11 A. Yes.

12 Q. Okay. And as far as the USDA was concerned  
13 at that time, Mr. Good would have been entitled to  
14 receive the final draw?

15 A. Yes.

16 Q. Okay. If you would go back with me to  
17 Plaintiff's 5, which is the construction contract.  
18 And look with me in paragraph 2 on the first page,  
19 under paragraph C, so C2, and the last sentence. Do  
20 you see that?

21 A. Uh-huh.

22 Q. Okay. Could you read that sentence for me?

23 A. The last sentence of this paragraph?

24 Q. Beginning with --

25 A. "Upon completion --"

1 Q. Yes, ma'am.

2 A. "-- of the whole contract and acceptance of  
3 the work as required hereunder by the owner and Rural  
4 Development and compliance by the contractor with all  
5 terms and conditions of this contract, the amount due  
6 the contractor will be paid."

7 Q. Okay. And so what was happening at  
8 October 21st of 2016, was that as of that date Rural  
9 Development considered the whole contract to be  
10 complete?

11 A. Yes.

12 Q. Okay. And so as far as Rural Development  
13 was concerned, all the amount due to Mr. Good should  
14 have been paid?

15 A. Yes.

16 Q. Okay. And why wasn't he paid?

17 A. The homeowner refused to pay him.

18 Q. Okay. So as it relates to that last  
19 sentence of paragraph C2 on page 1 of Plaintiff's 5,  
20 what you're telling me is, is that the reason why he  
21 wasn't paid was because Ms. Means did not accept the  
22 work in the same way that Rural Development did?

23 A. That's correct.

24 Q. Okay. But as reflected by Plaintiff's 12,  
25 the final inspection report, as far as USDA was

1 concerned, there was no reason why she had to not  
2 accept it, right?

3 A. Yes.

4 MR. PARKER: Okay. All right. So I'm  
5 going to show you another document, which will  
6 be Plaintiff's 13. Actually, Plaintiff's 13 and  
7 14.

8 - - -

9 (PLF. EXH. 13, Email with Punch List  
10 Attachment, was marked for identification.)

11 - - -

12 (PLF. EXH. 14, Handwritten Document, was  
13 marked for identification.)

14 - - -

15 BY MR. PARKER:

16 Q. And take a second and tell me what  
17 Plaintiff's 13 and 14 are, if you know.

18 A. The Exhibit 13 is a punch list that Tomekia  
19 Means sent to me on August 24th of 2016.

20 Q. Okay. And do you know what Plaintiff's 14  
21 is?

22 A. I assume this is -- yes, there is  
23 handwritten punch list.

24 Q. Okay. So when Ms. Means gave you the punch  
25 list on August 24th of 2016, which is Plaintiff's 13,

1 did you -- I mean, I guess first, did you receive  
2 this document?

3 A. Yes.

4 Q. Okay. What did you do when you received  
5 it?

6 A. I don't recall exactly. We would have  
7 discussed this with Mr. Good, but, you know, I can't  
8 give you an exact -- you know, we would have gone  
9 over everything that she had an issue with.

10 Q. Okay. Now --

11 A. I believe I stopped on my way home right  
12 after receiving this and to see what -- you know, for  
13 her to point out. I think I met her one afternoon on  
14 my way home from work and looked at what her concerns  
15 were.

16 Q. Okay. And so after you received this  
17 document from her, you met with her to go over it; is  
18 that right?

19 A. Yes.

20 Q. At the house?

21 A. Yes.

22 Q. To view those items that she mentions  
23 there?

24 A. Yes. She wanted me to see what it was. I  
25 mean, I had spoken with her on the phone at some

1 point, and then after we -- after I looked at this,  
2 she even wanted me to come at night when it was dark.

3 Q. Okay.

4 A. She --

5 Q. Did you do that?

6 A. No.

7 Q. Okay.

8 A. It was -- she said things were more visible  
9 when it was dark in the house and you could shine a  
10 flashlight on things.

11 Q. Okay.

12 A. She was mostly referring to the paint,  
13 Sheetrock work, that type of thing.

14 Q. Okay. So let me understand that part.

15 A. Okay.

16 Q. She wanted you to see what you could only  
17 see at night with a flashlight?

18 A. Correct.

19 Q. Okay. When you looked at all of this -- I  
20 mean, first of all, you met with her at the house  
21 about these items sometime after August 24th but  
22 before December 21st --

23 A. October. Yes.

24 Q. October 21st, 2016?

25 A. Yes.

1 Q. So you by October 21st of 2016 had viewed  
2 all of these items in Plaintiff's 13?

3 A. Yes.

4 Q. Okay. But you ultimately decided that the  
5 construction contract was complete?

6 A. In October, yes.

7 Q. Right. Okay.

8 A. When I went out on this punch list there  
9 were -- there were some issues that needed to be  
10 corrected --

11 Q. Okay.

12 A. -- that she was dealing with Mr. Good on.

13 Q. Okay. But by October of 2016, you and USDA  
14 have determined that whatever those issues were, they  
15 had been satisfactorily completed?

16 A. Yes.

17 MR. PARKER: Okay. I'm going to show you  
18 what will be Plaintiff's 15.

19 - - -

20 (PLF. EXH. 15, Newberry County Dept. of  
21 Planning & Devel. Svcs. Inspection Request, was  
22 marked for identification.)

23 - - -

24 BY MR. PARKER:

25 Q. When you get a chance, tell me what that

1 Q. Do you know what Plaintiff's 16 and 17 are?

2 A. These are letters that Ms. Means wrote to  
3 the county inspector to refuse any inspections  
4 requested by Mr. Good.

5 Q. Okay. Do you have any idea what was going  
6 on there?

7 A. Yes. It had something to do with his  
8 license.

9 Q. Okay. All right. So Plaintiff's 16  
10 dated --

11 A. I'm sorry.

12 Q. Okay.

13 A. I take that back. I was looking at the  
14 date. This was probably -- at this point it was  
15 probably that she was not satisfied with the work.  
16 I'm not -- I would have to check the dates to see  
17 about when the issue was with this license, but then  
18 again, the next day she's authorizing them to conduct  
19 inspections, so ...

20 Q. Yeah. Well, that was driving my question.  
21 I just wanted to know if you knew what happened in  
22 that one day.

23 A. Well, she -- she kind of -- she had gone  
24 back and forth with firing him and then they would  
25 come to an -- they would talk on the phone or

1 something that evening, they would be back on track  
2 the next day. So that's probably what this was.  
3 This was probably during a time when she had -- you  
4 know, didn't want him to do anything. She was  
5 through with him, and then, you know, they would have  
6 talked and come to an agreement to finish something.  
7 So I guess she then released the inspector to go  
8 ahead and make inspections.

9 Q. Okay.

10 A. I think that's what was going on at that  
11 time.

12 Q. Did that whole dichotomy where she would  
13 have an issue, then they would talk and get back on  
14 better terms, did that happen often?

15 A. Yes.

16 Q. Okay.

17 A. Towards the end.

18 MR. PARKER: Okay. All right. I'm going  
19 to show you what will be labeled as Plaintiff's  
20 18.

21 - - -

22 (PLF. EXH. 18, Inspection Report Dated  
23 10-7-2016, was marked for identification.)

24 - - -

25 BY MR. PARKER:

1 Q. And what is Plaintiff's 18?

2 A. This is the final inspection report from  
3 the county.

4 Q. Okay. And does it reflect or what does it  
5 reflect happened with respect to that inspection?

6 A. That it passed the final inspection.

7 Q. Okay. What is your understanding of what  
8 it means when one passes the final inspection?

9 A. The next -- they will issue the certificate  
10 of occupancy.

11 Q. Okay.

12 A. And the county has accepted the work as  
13 being finished.

14 Q. Okay. Does the county review it for  
15 violations of building codes and things of that  
16 nature?

17 A. Yes.

18 Q. And so if there were a violation of a  
19 building code, would the county have passed the  
20 inspection?

21 A. No.

22 MR. PARKER: Okay. I'm going to give you  
23 what will be labeled as Plaintiff's 19.

24 - - -

25 (PLF. EXH. 19, Certificate of Occupancy &

1 Compliance, was marked for identification.)

2 - - -

3 BY MR. PARKER:

4 Q. If you would take a look at that and tell  
5 me what it is.

6 A. It's a Certificate of Occupancy issued by  
7 the county.

8 Q. All right. And so what is your  
9 understanding of the significance of this document?

10 A. That the home is completed. The county has  
11 accepted it. All the inspection -- I mean, any  
12 corrections have been made that may have been pointed  
13 out in previous inspections.

14 Q. I see. And what's the date of that  
15 document?

16 A. This is October 7th, 2016.

17 Q. Okay. So a couple weeks before your final  
18 inspection; is that right?

19 A. Yes. We don't usually go out and make a  
20 final until we see that the county has accepted  
21 everything. We rely on them for that type thing.  
22 We're not contractors.

23 Q. Yeah. I understand. Okay. Now, you  
24 mentioned that Ms. Means at some point along the way  
25 had become dissatisfied with the work. Whether it's

1 stuff you have to see at night with a flashlight or  
2 not, she was dissatisfied, right?

3 A. Yes.

4 MR. PARKER: Okay. I'm going to give you a  
5 document which will be labeled Plaintiff's 20.

6 - - -

7 (PLF. EXH. 20, Inspection Findings Notice,  
8 was marked for identification.)

9 - - -

10 BY MR. PARKER:

11 Q. And do you know if Ms. Means made a  
12 complaint to LLR regarding the workmanship of  
13 Mr. Good?

14 A. Yes.

15 Q. Okay. And what is Plaintiff's 20?

16 A. This is the inspection findings notice that  
17 she -- by Chris Cudd that's an investigator with the  
18 South Carolina licensing board.

19 Q. Okay. If you would -- let me back up.  
20 What's the date of that inspection?

21 A. This is February 16th, 2017.

22 Q. Okay. And so at the bottom of page 1 of  
23 the very last sentence, what does Mr. Cudd say about  
24 the work that Mr. Good had done?

25 A. "The residence was complete with interior

1 and exterior finishes and no violations were observed  
2 with regards to abandonment or substandard work."

3 Q. Okay. Is that consistent with what you  
4 found on October 21st of the previous year?

5 A. Yes.

6 Q. Now, on page 2 of Plaintiff's 20, the first  
7 paragraph, what did Mr. Cudd think was important to  
8 note in his inspection findings here?

9 A. That Mr. Good was not the original  
10 contractor of record.

11 Q. Okay. Do you have any idea why Mr. Cudd  
12 would have thought that was important to know?

13 A. No.

14 MR. PARKER: Okay. That's all right. I  
15 can ask him that.

16 All right. So is yeah, I'm going to show  
17 you what will be labeled as Plaintiff's 21.

18 - - -

19 (PLF. EXH. 21, Letter Dated February 20,  
20 2017, was marked for identification.)

21 - - -

22 BY MR. PARKER:

23 Q. And what is Plaintiff's 21?

24 A. It was a note from Ms. Means wanting to  
25 terminate the contract with Good Building.

1 Q. Okay. Now, she references in the second  
2 paragraph that she requested to terminate the  
3 contract with Good Building in July of 2016. Do you  
4 remember if that was true or not?

5 A. If she requested?

6 Q. Yeah, she recites in the second paragraph  
7 of Plaintiff's 21 that she made verbal requests to  
8 terminate the contract with Good Building on July of  
9 2016. My question is, do you remember that? Is that  
10 true?

11 A. I don't know that to be true.

12 Q. Okay. But at some point she did, did she  
13 not, kick Mr. Good from the project?

14 A. Yes.

15 MR. PARKER: All right. So I'm going to  
16 show you what is going to be marked as  
17 Plaintiff's 22.

18 - - -

19 (PLF. EXH. 22, Promissory Note, was marked  
20 for identification.)

21 - - -

22 BY MR. PARKER:

23 Q. What is Plaintiff's 22?

24 A. Our promissory note.

25 Q. Okay. Now, what is the date of the

1 promissory note?

2 A. January 8th, 2016.

3 Q. Okay. Now, is there anything about  
4 Plaintiff's 22, the promissory note, that is out  
5 of -- or inconsistent with the other documents that  
6 we talked about that were dated January 8th of 2016?

7 A. Yes.

8 Q. Okay. Tell me what those inconsistencies  
9 are.

10 A. The loan amount was reduced from \$80,000 to  
11 \$45,951.61.

12 Q. Okay. And on Plaintiff's 22, there appears  
13 in several places the initials TRM. Is that right?

14 A. Yes.

15 Q. Whose initials are those?

16 A. Tomekia Means.

17 Q. Okay. And so you mentioned that the amount  
18 of the note was reduced to the number you just  
19 mentioned.

20 A. Yes.

21 Q. Is it true that there was a previous number  
22 that was typewritten in there that had been scratched  
23 out?

24 A. Yes.

25 Q. Okay. Can you tell me why that happened?

1           A.    As a result of her refusing to pay the  
2 contractor, we were instructed to apply that -- the  
3 leftover loan funds, we didn't have any way to pay  
4 Mr. Good without her, so they reduced the loan  
5 amount.

6           Q.    Okay.  So by virtue of her refusing to  
7 accept the work that you all had determined had been  
8 satisfactorily completed, she got a reduction in her  
9 loan amount?

10          A.    Correct.

11          Q.    Okay.  I guess let me ask this question, in  
12 all of these 2- to 3,000 loans that you've done over  
13 your 34 years, have you ever seen that happen before?

14          A.    No.

15          Q.    So am I correct then that what happened is  
16 Ms. Means signed in January of 2016 to receive a loan  
17 for \$80,000; is that right?

18          A.    Yes.

19          Q.    For a home that USDA had determined once  
20 completed would be worth \$87,000, right?

21          A.    That's correct.

22          Q.    Okay.  And in October of 2016, USDA had  
23 determined that the construction had been completed,  
24 right?

25          A.    Yes.

1 Q. But by virtue of her refusing to allow  
2 payment to Mr. Good, she now instead has a lien for  
3 the USDA in the amount of \$45,951.61?

4 A. Yes.

5 Q. Okay. If you know, you can tell me. If  
6 you don't, that's okay too. When this -- let me back  
7 up. Do you know when these changes to the promissory  
8 note were made?

9 A. I can probably get you a good estimate.

10 Q. Okay.

11 A. It was after January 3rd of 2018. So  
12 interest was accrued to January 4th, so that was  
13 probably about the time that we did this.

14 Q. Okay. So at that time around January 24th,  
15 you all were aware that there had been work done out  
16 at the property by Mr. Good for which he had not been  
17 paid for?

18 A. Yes.

19 Q. Okay. And so by virtue of the reduction in  
20 the principal of the loan, the USDA is not claiming a  
21 lien in anything for any more than what was actually  
22 disbursed according to the loan?

23 A. Well, the mortgage was never changed, but,  
24 you know, the principal balance is, so yes.

25 MR. PARKER: Right. Okay. I'm going to

1 show you this thing, and then we're going to  
2 take a short break because I'm almost done.

3 THE WITNESS: Okay.

4 MR. PARKER: This will be labeled as  
5 Plaintiff's 23.

6 - - -

7 (PLF. EXH. 23, Contract Change Order, was  
8 marked for identification.)

9 - - -

10 BY MR. PARKER:

11 Q. Can you tell me what Plaintiff's 23 is?

12 A. Yes. This is a contract change order.

13 Q. Okay. Can you tell me what the change  
14 order is about?

15 A. Yes. This was to remove the heat and air  
16 portion of Mr. Good's contract from his contract.

17 Q. Okay. So the contract price that we talked  
18 about on Plaintiff's 5 of 74,000, by virtue of this  
19 document, Plaintiff's 23, was reduced by the total  
20 sum of \$5,800?

21 A. Correct.

22 Q. Okay. What's the date of that?

23 A. November 10th, 2016.

24 Q. Okay. And at that time did -- well, let me  
25 back up. Who is the HVAC contractor that was

1 referred to in here?

2 A. It was Fulmer's Heat and Air.

3 Q. Okay. If you turn to page 2 of Plaintiff's  
4 23, is page 2 the beginning of a construction  
5 contract with Fulmer Heating and Cooling?

6 A. Yes, it is.

7 Q. And is that contract limited to the HVAC?

8 A. Yes.

9 Q. Had the work at the point in time of this  
10 contract, had the work already been done by Fulmer  
11 Heating and Cooling?

12 A. Yes.

13 Q. Okay. And if you know, if the work had  
14 already been done, why wasn't Fulmer Heating and  
15 Cooling paid otherwise?

16 A. Mr. Good was not able to pay at that time  
17 for it because of a draw. I mean, he wasn't -- had  
18 not received a draw.

19 Q. And he wasn't receiving a draw for what  
20 reason? Because Ms. Means wouldn't allow it?

21 A. I think at that time that's probably what  
22 had happened.

23 MR. PARKER: Okay. All right. So we're  
24 going to take a short little two-, three-minute,  
25 five-minute break or longer, if you guys need

1           it.

2   - - -

3   (A recess transpired.)

4   - - -

5       BY MR. PARKER:

6           Q.    Okay.  So just a couple real brief  
7       questions.  And we talked about a lot of documents  
8       here today.  Is it fair to say that those documents  
9       that we've discussed today are documents that were  
10      produced from your file?

11          A.    Yes.

12          Q.    Okay.  And again, who was responsible for  
13      the contents of your file?

14          A.    Me.

15          Q.    Okay.  All right.  So the -- there was some  
16      reference earlier to Ms. Means having some issue with  
17      Mr. Good's license and you were thinking that maybe  
18      it was around the October 5th, October 6th of 2016  
19      date?

20          A.    Uh-huh.

21          Q.    Now, the issue that she would have had in  
22      or around that time -- I'm not pinning you down to  
23      that particular time --

24          A.    Okay.

25          Q.    -- but the issue she would have had in or

1 around that time, what was the issue?

2 A. I think that she said he wasn't licensed to  
3 do -- have a contract of that size.

4 Q. Okay. So it was more of a classification  
5 issue?

6 A. Right.

7 Q. Okay. So that issue came up in and around  
8 the time -- well, let me ask you a different way.  
9 Did that issue come up before or after the work was  
10 completed?

11 A. I'm not sure.

12 Q. Okay.

13 A. I'd have to look. Do you want me to see if  
14 those -- it is all towards the end --

15 Q. Okay.

16 A. -- of the contract, I mean, of the  
17 completion.

18 Q. Okay. I think that's good enough.

19 A. Yeah.

20 Q. That's good enough. That's all I got.

21 A. August and September.

22 MR. PARKER: Okay. That's all I got.

23 THE WITNESS: Okay.

24 MR. HAYES: And I don't have too many.

25 - - -

EXAMINATION

- - -

BY MR. HAYES:

Q. Ms. Mays, I represent Tomekia Means.

A. Okay.

Q. How much in total was paid to Tony Good on the contract, do you know?

A. I can tell you.

Q. Okay.

A. I'm sorry, my file is a mess.

Q. Mine's starting to be a mess.

A. Okay. He was paid \$22,200 on February 10th of 2016. And he was paid \$11,100 on March 22nd of 2016.

Q. Okay.

A. Now that may -- these are the dates when we requested checks, so the actual date he was paid, it was right around there. Probably a week later.

Q. So he was paid a total of 33,000?

A. Thirty-three three.

Q. \$33,300?

A. Yes.

Q. Okay. Was there a point in time that construction was stopped by the county of Newberry?

A. Yes. There was a cease and desist order.

1 Q. Do you know why the cease and desist order  
2 was given?

3 A. No proper building permit. And there was,  
4 as well as I remember, the issue I think was he had  
5 put the wrong amount of money on the building permit.

6 Q. By "he," are you referring to Tony Good?

7 A. Yes.

8 Q. Okay. So your understanding is --

9 A. That's just my recollection of it, was the  
10 amount instead of -- seems like it was 42,000  
11 something.

12 Q. So your understanding is that when Tony  
13 Good had applied for the building permit with the  
14 county of Newberry --

15 A. Right.

16 Q. -- he had put \$42,000 down as the  
17 construction amount?

18 A. Something like that, yes.

19 Q. Okay. Who was the -- were you dealing with  
20 Ron Powell on that? Is he with the county?

21 A. Yes. That's right.

22 Q. Okay.

23 A. And I don't think I ever had any  
24 documentation that -- it just seems like I was told  
25 that amount.

1 Q. Okay.

2 A. But that's a long time ago.

3 Q. Did you ever see a copy of Mr. Good's  
4 building permit or actually his license?

5 A. Other than what I pulled off the LLR site,  
6 no.

7 Q. So you didn't get a copy of his license  
8 when he entered into the contract?

9 A. Well, I pull it off of the LLR website.

10 Q. Okay.

11 A. To show that it's active.

12 Q. Was Mr. Good given a copy of the contract,  
13 Plaintiff's Exhibit Number 5?

14 A. Yes.

15 Q. Okay. The first page of Plaintiff's  
16 Exhibit Number 5, who does it list? Does it list  
17 Good Construction or Tony Good on the first page?

18 A. Tony T. Good.

19 Q. Okay. On the second line on page 5 of  
20 Plaintiff's Exhibit 5, who does it list as the  
21 contractor?

22 A. Tony T. Good.

23 Q. Okay. Do you know how much -- when you  
24 pulled his contract with LLR or his license with LLR,  
25 did you find out how much he was authorized to -- the

1 amount?

2 A. It would have shown on that classification.

3 Q. Okay.

4 A. But I think it was that limitation. It was  
5 something that was overlooked.

6 Q. Okay. If you look at the ninth page of  
7 Plaintiff's Exhibit Number 5, the dollar -- for group  
8 one, what's the dollar amount?

9 A. 30,000.

10 Q. Okay. Thank you.

11 A. For general contractors.

12 Q. Okay. To your knowledge, did Tony Good  
13 know that he was only authorized to construct or do  
14 construction up to the amount of \$30,000?

15 MR. PARKER: Object to the form.

16 THE WITNESS: I don't know. Pardon?

17 MR. PARKER: You go ahead and answer. I  
18 was just noting my objection for the record.

19 BY MR. HAYES:

20 Q. Did he ever mention to you anything about  
21 only being authorized to --

22 A. No.

23 MR. HAYES: Okay. I don't have any further  
24 questions. I'm fine.

25 MR. PARKER: You got any, George?

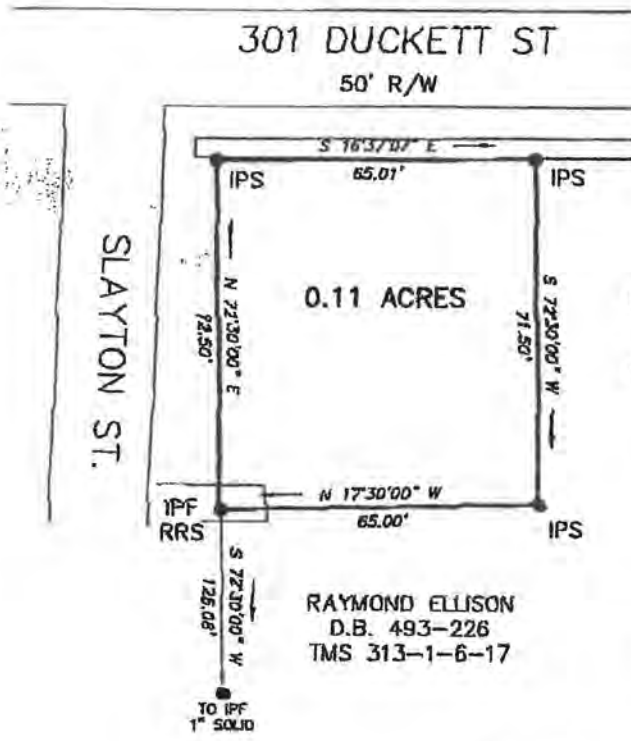
NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY  
 2. IPS 1/2" REBAR  
 3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS

Magnetic 1955  
 D.B. 493-226



- LEGEND:
- IPF IRON PIN FOUND
  - IPS IRON PIN SET
  - R/W RIGHT-OF WAY
  - C/L CENTER LINE
  - P/L POWER/LIGHT POLE
  - RRS RAIL ROAD SPIKE

*Ticket -*  
 01/14/09 37  
 water hole  
 Electric Red  
 Gas yellow  
 Phone orange  
 Sewer green  
 2x6 margin  
 (miscellaneous)



ELEANOR MILLER  
 D.B. 168-46  
 P.B. 18-120  
 TMS 313-1-6-5

RAYMOND ELLISON  
 D.B. 493-226  
 TMS 313-1-6-17



(IN FEET)  
 1 inch = 30 ft.

I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO ENCRoACHMENTS OR PROJECTIONS OTHER THAN SHOWN.

PLS. JEFFREY H. DAVENPORT  
 NO. 19992

STATE OF SOUTH CAROLINA  
 NEWBERRY COUNTY

SURVEY FOR

CHARLES A. MEANS  
TOMEKIA MEANS

CANNON-DAVENPORT SURVEYING, INC.  
 Professional Land Surveyors  
 7165 SC Highway 56  
 Kinards, SC 29355  
 (803) 321-3999 (Office/FAX)  
 (864) 505-9764 (Cellular)

PLAT BOOK	
DEED BOOK	935-203
TAX MAP	313-1-6-4
PARTY CHIEF	JHD
DRAWN	JHD
DATE	9 JULY 2009
ENG. NO.	29029

PLAINTIFF'S EXHIBIT  
 1. Maps  
 2.28.19 SB

**DESIGNATED PORTIONS OF DEPOSITION OF TONY T. GOOD**

1 STATE OF SOUTH CAROLINA ) IN THE COURT OF COMMON PLEAS  
2 ) EIGHTH JUDICIAL CIRCUIT  
3 COUNTY OF NEWBERRY ) C/A No. 2017-CP-36-00598  
4  
5 TONY T. GOOD, )  
6 Plaintiff, )  
7 vs. ) DEPOSITION OF  
8 TOMEDIA MEANS AND UNITED ) TONY T. GOOD  
9 STATES DEPARTMENT OF ) APRIL 8, 2021  
10 AGRICULTURE, )  
11 Defendants. )  
12 \_\_\_\_\_ )

13  
14 Deposition on oral examination of TONY T. GOOD  
15 reported by Suzanne R. Wade, Court Reporter and Notary  
16 Public in and for the State of South Carolina, pursuant to  
17 the South Carolina Rules of Civil Procedure. Said  
18 deposition was taken at Pope Parker Jenkins, P.A., 1508  
19 College Street, Newberry, South Carolina, on Thursday, the  
20 8th day of April, 2021, scheduled for 9:30 a.m. and  
21 commencing at 10:00 a.m.  
22  
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APPEARANCES:

REPRESENTING THE PLAINTIFF:

KYLE B. PARKER, ESQ.  
Pope Parker Jenkins, P.A.  
Post Office Box 190  
Newberry, South Carolina 29108  
(kyle@ppjlaw.com)

REPRESENTING THE DEFENDANT TOMEKIA MEANS:

DEAN A. HAYES, ESQ.  
McCabe, Trotter & Beverly, P.C.  
Post Office Box 212069  
Columbia, South Carolina 29229  
(dean.hayes@mccabetrotter.com)

IN ATTENDANCE:

TOMEKIA MEANS

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\* \* \* \* \*

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Defendant's Exhibit No. 2 (1 page).....	5
- Quote to complete construction	
Defendant's Exhibit No. 3 (1 page).....	5
- Residential Building Alteration	
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EXHIBIT INDEX:	PAGE:
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First Requests to Admit	

\* \* \* \* \*

Court Reporter'S Legend:

- dashes [--] Intentional or purposeful interruption
- ... Indicates trailing off
- [ph] Denotes phonetically written
- [sic] Written as said

1 (Defendant's Exhibit 1 pre-marked for  
2 identification purposes - 5 pages  
3 Construction Contract)  
4 (Defendant's Exhibit 2 pre-marked for  
5 identification purposes - 1 page  
6 Quote to complete construction)  
7 (Defendant's Exhibit 3 pre-marked for  
8 identification purposes - 1 page  
9 Residential Building Alteration)  
10 (Defendant's Exhibit 4 pre-marked for  
11 identification purposes - 1 page  
12 Stop Work Order)  
13 (Defendant's Exhibit 5 pre-marked for  
14 identification purposes - 1 page  
15 Newberry County Building Permit)  
16 (Defendant's Exhibit 6 pre-marked for  
17 identification purposes - 1 page  
18 Residential Building Alteration)  
19 (Defendant's Exhibit 7 pre-marked for  
20 identification purposes - 1 page  
21 Good Building Contractor's License)  
22 (Defendant's Exhibit 8 pre-marked for  
23 identification purposes - 1 page  
24 Contract Change Order)  
25

1 (Defendant's Exhibit 9 pre-marked for  
2 identification purposes - 3 pages  
3 Plaintiff's Responses to Defendant Tomekia  
4 Mean's First Requests to Admit)

5  
6 \* \* \* \* \*

7  
8 This deposition is taken in accordance with the  
9 South Carolina Rules of Civil Procedure.

10 It is agreed and stipulated by the deponent and  
11 respective counsel that the reading and signing of the  
12 deposition by the deponent is expressly waived.

13 WHEREUPON:

14 TONY T. GOOD,

15 having been first duly affirmed, was examined  
16 and testified as follows:

17 DIRECT EXAMINATION BY MR. HAYES:

18 **Q. Okay. Mr. Good, have you had your**  
19 **deposition taken before?**

20 **A. Yeah. I've had a deposition taken.**

21 **Q. How many times do you think you've had it**  
22 **taken?**

23 **A. A couple of times.**

24 **Q. A couple of times? Was it on construction**  
25 **contracts or --**

1 Q. Okay. And I'm going to show you what's  
2 marked as Defendants' Exhibit No. 3. Is that the --

3 MR. PARKER: Hold on just a second. Dean,  
4 can I --

5 MR. HAYES: I'm sorry. I'm sorry. I  
6 didn't -- I apologize.

7 MR. PARKER: That's fine.

8 BY MR. HAYES:

9 Q. Do you recognize this, Mr. Good?

10 A. (Witness examines document) No, I don't.

11 Q. Okay. And again, this has been marked as  
12 Defendant's Exhibit No. 3. If you look at the bottom  
13 it says, "Issuing officer permit clerk." And then it  
14 says, "Signature of applicant." Is that your --

15 A. That's my -- that's my handwriting, yes, it  
16 is.

17 Q. Okay. So this is your signature?

18 A. Yes.

19 Q. Okay. And this is dated January the 26th,  
20 2016?

21 A. Yes.

22 Q. Okay. And at the top there's things that  
23 says permit number. Wouldn't you agree that this  
24 permit number says 1600071?

25 A. Yes.

1 Q. Okay. And the date issued, it says January  
2 26th, 2016.

3 A. Right.

4 Q. Fee \$230 and the valuation \$42,000.

5 A. Right.

6 Q. Okay. And you're -- did you give  
7 them -- the County of Newberry the information to pull  
8 the permit, Mr. Good?

9 A. Did I give them the --

10 Q. The information. Did this information for  
11 the permit come from you?

12 A. Yes, it did.

13 Q. Okay. Because the contractor's listed as  
14 Good Building, correct?

15 A. Yes.

16 Q. Okay. And this is for work to be completed  
17 at 342 Leaman Avenue in Whitmire --

18 A. Right.

19 Q. -- the construction -- I mean, yeah, the  
20 location of the work to be done.

21 So the valuation of \$42,000 came from you?  
22 You gave that information to the county?

23 A. Yes, I did.

24 Q. Okay. Was that -- you were talking earlier  
25 about some of the -- some of the work was to be done

1 by other people. Is that the reason for the valuation  
2 of \$42,000?

3 A. That's what I pulled the permit for.

4 Q. Okay. Is that the work you said you were  
5 going to do?

6 A. That's the work that I was going to be doing  
7 for the \$42,000, yes.

8 Q. Okay.

9 (Discussion held off the record)

10 Q. Mr. Good, this is -- it's marked -- I'm  
11 handing you what -- or handed you what's been marked  
12 as Defendant's Exhibit No. 4, and are you familiar  
13 with this, Mr. Good?

14 A. (Witness examines document) Stop work  
15 order?

16 Q. Yes, sir. And this -- this -- our copy is  
17 kind of blurry. Kyle's copier makes very good copies.  
18 It was not the fault of his copier. It was the copy  
19 that we had. It's blurry. You can't see much on it  
20 except it does say, "Stop work order," correct?

21 A. I can read that, yes.

22 Q. Okay. And it says your order to stop work.  
23 And I think you can make out -- let's see what we can  
24 make out here.

25 It looks like it's been signed by someone

1 A. That's what I got on the paper where I  
2 signed that date, yes.

3 Q. Okay. So you would agree that's  
4 approximately the date you signed it.

5 A. Yes.

6 Q. Okay. And, Mr. Good, I'm handing you what's  
7 been marked as Defendant's No. 7. And this -- do you  
8 recognize this, Mr. Good?

9 A. (Witness examines document) Yes, I do.

10 Q. Okay. Is that -- is this your license with  
11 the Department of Labor Licensing & Regulation?

12 A. Yes, it is.

13 Q. Okay. Is this -- does this have you listed  
14 as a general contractor?

15 A. Yes.

16 Q. Okay. And it says -- it says date of issue  
17 11/1/2014, doesn't it?

18 A. (Witness examines document) Yes.

19 Q. Okay. It says expiration date October 31st,  
20 2016. Is that correct?

21 A. That's --

22 Q. And it says initial license date August 1st,  
23 2002?

24 A. (Witness examines document) Yes.

25 Q. Okay. So you've been a licensed contractor

1 since August the 1st, 2002 --

2 A. Yes.

3 Q. -- Mr. Good?

4 A. Uh-huh.

5 Q. Okay. And you're doing business as Good  
6 Building. And if you look over on the -- your license  
7 number is -- is that G or C?

8 A. Looks like a G.

9 Q. It's G? Okay. So it's G107096?

10 A. Supposed to be a G.

11 Q. Okay. It's supposed to be a G. It says  
12 license number -- so your license number is G107096.

13 A. Right.

14 Q. Okay. Okay. And over on the right-hand  
15 side it has -- wouldn't you agree that it says Good  
16 Building? It's licensed in the classifications and  
17 group number limitation of BD1, correct?

18 A. Correct.

19 Q. Okay. And what -- what is BD1? Do you  
20 know?

21 A. That's just a code number.

22 Q. A code number?

23 A. Yeah, for each license. They got different  
24 license (sic), so that's just a code number.

25 Q. Okay. And right below that BD1 it says,

1 "License contract group limitations." Wouldn't you  
2 agree?

3 A. Yes.

4 Q. Okay. And it says -- and again, this is not  
5 the greatest copy. It says, "Group number one,  
6 \$30,000," correct?

7 A. Right.

8 Q. Okay. And it says, "Group number two,  
9 \$100,000."

10 A. Right.

11 Q. Okay. "Group number three, \$350,000."

12 A. Right.

13 Q. And, "Group number four, \$750,000," correct?

14 A. Correct.

15 Q. Okay. And it says, "The number after the  
16 two-letter classification above is your group number."  
17 Wouldn't you agree that it says that?

18 A. (Witness nods head)

19 Q. Okay. So -- so -- your -- the -- your group  
20 number is one. Wouldn't you agree with that?

21 A. Yes.

22 Q. Okay. Okay. And it says, "See back of card  
23 for the two-letter classifications abbreviations."

24 So -- and I --

25 MR. HAYES: Do you have a copy of that?

1 MS. MEANS: No.

2 MR. HAYES: Okay.

3 BY MR. HAYES:

4 Q. But would you agree that this is the  
5 contract -- I mean this is the license. I apologize.  
6 This is the license you used to enter into the  
7 contract that's been marked as Defendant's Exhibit  
8 No. 1.

9 A. It's the -- yes.

10 Q. Okay. Okay. Would you agree that at the  
11 time you entered into the contract that your -- you  
12 were limited to \$30,000, as far as construction work?

13 A. I made mention to that to her and Mrs. Mays,  
14 the lady that did the contract. I made mention to  
15 them what my license can do and what it couldn't do.

16 Q. Okay.

17 A. So we --

18 Q. Okay.

19 A. -- we had that up front of what my license  
20 could do and what it couldn't do.

21 Q. Okay. And I'm not -- I'm not saying  
22 anything about that. I'm just saying that at the time  
23 the contract is entered into, you're a builder. BD is  
24 builder. Wouldn't you agree with that?

25 A. (Witness nods head)

1           **Q.    Okay.  As far as the classification, BD is**  
2 **for builder and one is the group number.  So if you're**  
3 **a BD1, that means your license is good for up to**  
4 **\$30,000 at the time on December 31st, 2015.  Is that**  
5 **correct?**

6           A.    My license is, but the contract -- the  
7 contract that we agreed to, it was being waiver (sic).

8           **Q.    Okay.  So --**

9           A.    It was being waiver (sic) because they did  
10 the contract.  I didn't do the contract.

11          **Q.    Okay.  Did you sign the contract?**

12          A.    I signed it because I signed to what their  
13 contract was --

14          **Q.    Okay.**

15          A.    -- not what I tried to give them my  
16 contract, and they wouldn't accept the contract  
17 because they used their own contract and they waiver  
18 (sic).  They waived the amount my license would do  
19 to be able to do the work because she asked -- she  
20 wanted me to do the work.

21          **Q.    Do you have a copy of the contract that you**  
22 **wanted them to enter into?**

23          A.    Do I have a copy of it?

24          **Q.    Yes, sir.**

25          A.    My lawyer probably have a copy of it because

1 I don't have nothing. I don't have paperwork with me.

2 MR. HAYES: Do you know if you provided that  
3 to us, Kyle? I don't --

4 MR. PARKER: I know that I provided you with  
5 everything that I had.

6 MR. HAYES: Okay. I don't know if I've seen  
7 that, but I'll look for it.

8 MR. PARKER: He may be referring to that  
9 question.

10 MR. HAYES: Okay.

11 BY MR. HAYES:

12 Q. So you informed Ms. Mays. You're talking  
13 about Melissa Mays with the USDA, correct? You  
14 said --

15 A. Mrs. Mays and Mrs. Means.

16 Q. Okay. Let's let each other stop speaking  
17 before we -- so we don't confuse the court reporter.

18 So you're saying you told Tomekia Means, the  
19 defendant in this case, and Melissa Mays that you were  
20 only licensed for up to \$30,000, right?

21 A. Right.

22 Q. Okay. And your license, which a copy of  
23 your license has been -- is marked as Defendant's  
24 Exhibit No. 7, it says you're only licensed as a  
25 builder to do construction work for up to \$30,000.

1 A. Right.

2 Q. Okay. And -- and the -- so you gave -- the  
3 \$42,000, that came from -- that was the work that  
4 you -- the \$42,000 that's shown on Defendant's Exhibit  
5 No. 3, the amount right --

6 A. Yes.

7 Q. -- there, that came from you.

8 A. Yeah.

9 Q. Okay. And we are almost finished. This has  
10 been marked as Defendant's Exhibit No. 8.

11 A. (Witness examines document)

12 Q. And you may not even -- well, actually, do  
13 you recognize this, Mr. Good? And I'll give  
14 you -- take -- you take some time to look at it.

15 A. (Witness examines document) Huh-uh. I see  
16 where I signed it, but this -- what this is, I don't  
17 know. (Witness examines document) Oh, this is the  
18 heat and air guy.

19 Q. Is this the heating and air guy that you  
20 were talking about was -- is this taking the heating  
21 and air off the contract that you signed?

22 A. Yes.

23 Q. Okay. And this decreases the contract price  
24 \$5,800. Would you agree?

25 A. Yes.

1 timely fashion.

2 A. Right.

3 Q. Okay. And again, I don't want to put words  
4 in your mouth.

5 And this reduces it, again, from -- it says  
6 it reduces it \$5,800, correct?

7 A. Yes.

8 Q. Okay. And it reduces the contract -- total  
9 contract price to \$68,200, correct?

10 A. Yes. That's -- yeah. I see where they got  
11 that, yes.

12 Q. Okay. And this is dated November 10th of  
13 2016?

14 A. Yes.

15 Q. Okay. And it looks like -- looks like you  
16 signed it, Tomekia Means signed it, and it  
17 looks -- appears to be maybe Melissa Mays signed it.  
18 Is that correct?

19 A. (Witness examines document) Uh-huh.

20 Q. Yes, sir or --

21 A. Yes.

22 Q. Okay. Okay. And I think we're about  
23 finished.

24 I'll show you -- and I'm handing you what's  
25 been marked as Defendant's Exhibit No. 9.

1 A. (Witness examines document)

2 Q. And wouldn't you agree that this says,  
3 "Plaintiff's responses to defendants -- to defendant  
4 Tomekia Means first -- it says first first request to  
5 admit." Wouldn't you agree that it says that, Mr.  
6 Good?

7 A. (Witness examines document) Yes.

8 Q. Okay. Would you look at -- would you look  
9 at number five? It says, "Admit that at the time of  
10 the contract general contractors classified in group  
11 number one had a project dollar limit not to exceed  
12 \$30,000." Wouldn't you agree that it says that?

13 A. Yes. I agree.

14 Q. Okay. And the next -- on the next page,  
15 page number two of Defendant's No. 9, it says, "The  
16 response denied. The limitation amount increased  
17 since the issue -- issuance of the license."

18 Now, when did the -- when did the increase  
19 in the dollar limitation take place?

20 A. I don't remember the date.

21 Q. Okay. So you don't know. Okay. That's  
22 fine.

23 And it said -- Defendant's No. 9 further  
24 goes on to say in its response, "Further responding to  
25 the foregoing request, both defendant Means and

# Newberry County, South Carolina

1512 Martin Street PO Box 1014  
 Newberry, South Carolina 29108  
 (803) 321-2662 ... Office  
 (803) 321-1157 ... Fax

## BR-ALT Residential Bldg Alteration/Repairs

PERMIT NUMBER	MASTER PERMIT NUM	DATE ISSUED	FEE	VALUATION	ISSUED BY
1600071	None	01/26/2016	230.00	\$42000.00	vma

ADDRESS	LOCATION	342 Leaman Ave Whitmire, SC 29178	PN	313-1-6-4
			SUBDIVISION	
			MAP#	313-1-6-4
			FLOODZONE	X
OWNER	Tomelda R Means (864 251 0272) 763 Duckett Ave Apt A Whitmire SC 29178		CONTRACTOR	Good Building, 803 429 8357 2408 Whitmire Hwy Newberry SC 29031



### SELECTED CHARACTERISTICS OF WORK

NATURE OF WORK	ALTERATION / Repairs	DIMENSIONS	NO. OF FLOORS	0
DESCRIPTION OF WORK	Interior / exterior renovations to the existing house	TOTAL FLOOR AREA OF NEW CONST.	0	Sq. Ft.
OCCUPANCY TYPE	R-3 Residential, one- and two-family	SQ. FT. BASEMENT	0	Sq. Ft.
Agent: Good Building		ACCESSORY STRUCTURES	0	Sq. Ft.
		# FIREPLACES	0	
		SINGLE FAMILY ONLY		
		NO. OF BATHROOMS	0	
		NO. OF BEDROOMS	0	
		TOTAL ROOMS	0	

### AFFIDAVIT OF APPLICANT

- No work will be started or continued before permit card is posted or if permit card is destroyed, lost or stolen.
- This permit is void if job is not started within 8 months of application date.
- The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable government ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.
- The owner of possession of this property has the right under South Carolina State statutes to extend the statute of limitations for the structure beyond eight years only by agreement between owner and contractor.
- Any non-residential structures that have not requested an inspection within 6 months of the issued date will be filed with the Assessor Office as a completed structure. Non-residential such as metal, pole, barns, and storage sheds, etc. Not to include Commercial structures.
- The property owner or contractor must provide this office with a letter of compliance from the Zoning Department before receiving any inspections. N/A INT.

*[Signature]*  
 Issuing Officer / Permit Clerk

*[Signature]*  
 Signature of Applicant

26 January 2016  
 Date

Print Name:

*Tony T. Reed*

BP0-20040305-sl

R000245

ELECTRONICALLY FILED - 2021 Apr 21 9:30 AM - NEWBERRY - COMMON PLEAS - CASE#2017CP3600598

License Number: C107096  
 CCB1012918  
 State of South Carolina  
 Department of Labor, Licensing and Regulation  
 Contractors Licensing Board  
**GOOD BUILDING**  
 2408 CARLISLE LITTLE HWY  
 COLUMBIA, SC 29201  
**GENERAL CONTRACTOR**  
 Date of Issue: 11/11/2018  
 Expiration Date: 10/31/2020  
 Initial License Date: 06/01/2008  
 Administrator

LICENSE NUMBER: C107096  
 CCB1012918  
**GOOD BUILDING**  
 is licensed in the CCLB certificate of classification of:  
**BD**  
 License Classification (CCLB) Information:  
 Group 1 - \$20,000 - \$50,000 - \$150,000  
 Group 2 - \$100,000 - \$500,000 - \$1,000,000  
 Group 3 - \$1,000,000 - \$5,000,000 - \$10,000,000  
 Group 4 - \$10,000,000 - \$50,000,000 - \$100,000,000  
 (The number after the 2-letter classification above is your Group)  
 (See back of card for the 2-letter classification abbreviations)



GOOD000026

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )  
  
TONY T. GOOD, )  
 )  
Plaintiff, )  
 )  
vs. )  
 )  
TOMEKIA MEANS, )  
UNITED STATES DEPRATMENT )  
OF AGRICULTURE, )  
 )  
Defendants. )  
\_\_\_\_\_ )

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT  
C/A No. 2017-CP-36-00598

**PLAINTIFF'S RESPONSES TO  
DEFENDANT TOMEKIA MEAN'S FIRST  
FIRST REQUESTS TO ADMIT**

**TO: DEAN A. HAYES, ESQ., ATTORNEY FOR DEFENDANT**

1. Admit that the attached contract marked as "Exhibit A" is the contract which is the basis for your allegations against Defendant in this case.

**Response: Denied. The copy of the contract provided is incomplete. The contract was drafted by and insisted upon by Defendant USDA. Plaintiff proposed his own contract, but USDA refused to allow the proposed contract requiring its own form as prepared by its office.**

2. Admit that the attached contract marked as "Exhibit A" identifies \$74,000.00 as the consideration for the Contractor's furnishing of materials and performance of work.

**Response: Admitted to the extent that the copy of the contract attached to the foregoing request provides in part as stated therein.**

3. Admit that at the time of the contract and while completing work for Defendant, you were operating under the attached license marked as "Exhibit B", license #G107096, issued by the Contractors Licensing Board of the South Carolina Department of Labor, Licensing and Regulation.

**Response: Admitted.**

4. Admit that at the time of the contract, the attached license marked as "Exhibit B" classified your business with a Classification and Group# Limitation of BD1.

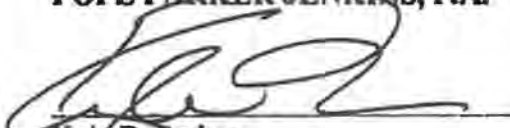
**Response: Admitted.**

5. Admit that at the time of the contract, General Contractors classified in Group #1 had a project dollar limit not to exceed \$30,000.00.



**Response: Denied. The limitation amount increased since the issuance of the license. Further responding to the foregoing request, both Defendant Means and Defendant USDA were aware of the Plaintiff's license limitations from the outset as both had copies of the same, and were further aware that the electrical, plumbing and HVAC portions of the work would be performed and permits obtained by other contractors, such contractors being paid directly through USDA.**

**POPE PARKER JENKINS, P.A.**



Kyle B. Parker  
1708 College Street  
P.O. Box 190  
Newberry, South Carolina 29108  
(803) 276-2532

Attorneys for the Plaintiff

Newberry, South Carolina  
July 24, 2018

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )

IN THE COURT OF COMMON PLEAS  
THE EIGHTH JUDICIAL CIRCUIT  
Civil Action No.: 2017-CP-36-598

TONY T. GOOD, )  
 )  
Plaintiff, )

vs. )

TOMEKIA MEANS, )  
UNITED STATES DEPARTMENT )  
OF AGRICULTURE, )  
 )  
Defendants. )


**CERTIFICATE OF SERVICE**

The undersigned employee of Pope & Hudgens, P.A., Attorneys at Law, Post Office Box 190, 1508 College Street, Newberry, South Carolina 29108, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below by mailing a copy of same via certified U.S. mail, return receipt requested, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

**PARTIES SERVED:**

Dean A. Hayes  
McCabe, Trotter & Beverly, P.C.  
P.O. Box 212069  
Columbia, SC 29221

**PLEADING SERVED:** Responses to Defendant Means Requests to Admit

  
Rhonda Burleson, Legal Assistant

Newberry, South Carolina  
July 24, 2018

**PLAINTIFF TRIAL EXHIBITS NOS. 1-14**

NOTES: 1. THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL ROAD RIGHTS OF WAY AND UTILITY EASEMENTS/RIGHTS OF WAY  
 2. IPS 1/2" REBAR  
 3. ACREAGE INCLUDES ROAD AND UTILITY EASEMENTS/RIGHTS OF WAYS

Magnetic 1955  
 D.B. 49.1-226

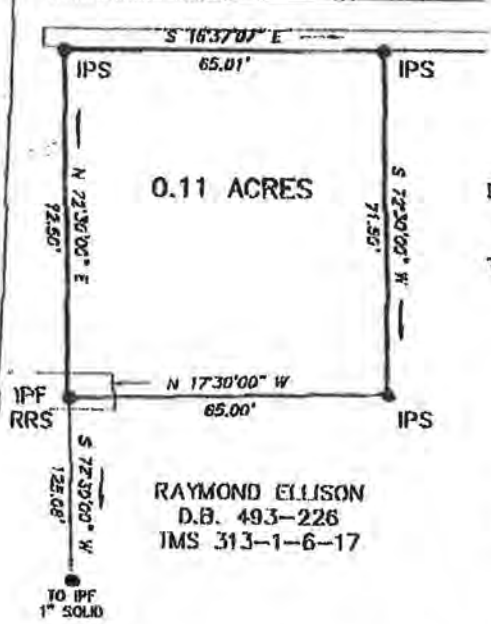


- LEGEND:
- IPF IRON PIN FOUND
  - IPS IRON PIN SET
  - R/W RIGHT-OF-WAY
  - C/L CENTER LINE
  - ⊙ P/L POWER/LIGHT POLE
  - RRS RAIL ROAD SPIKE

*Handwritten notes:*  
 Ticket  
 10/10/09  
 system built  
 10/10/09  
 10/10/09  
 10/10/09  
 10/10/09

301 DUCKETT ST  
 50' R/W

SLAYTON ST.



ELEANOR MILLER  
 D.B. 168-46  
 P.B. 18-120  
 TMS 313-1-6-5

RAYMOND ELLISON  
 D.B. 493-226  
 TMS 313-1-6-17



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE, INFORMATION AND BELIEF, THE SURVEY SHOWN HEREIN WAS MADE IN ACCORDANCE WITH THE REQUIREMENTS OF THE MINIMUM STANDARDS MANUAL FOR THE PRACTICE OF LAND SURVEYING IN SOUTH CAROLINA, AND MEETS OR EXCEEDS THE REQUIREMENTS FOR A CLASS B SURVEY AS SPECIFIED THEREIN; ALSO THERE ARE NO ENCROACHMENTS OR PROJECTIONS OTHER THAN SHOWN.



STATE OF SOUTH CAROLINA  
 NEWBERRY COUNTY

SURVEY FOR  
**CHARLES A. MEANS**  
**TOMEKIA MEANS**

CANNON-DAVENPORT SURVEYING, INC.  
 Professional Land Surveyors  
 7105 SC Highway 26  
 Kinards, SC 29253  
 (1103) 321-3920 (Office/Fax)  
 (864) 505-9704 (Cellular)

PLAY BOOK	
DEED BOOK	595-203
TAX MAP	313-1-6-4
PARTY CHIEF	JHD
DRAWN	JHD
DATE	9 JULY 2009
DWG. NO.	29029

*Handwritten:* T's  
 Ex 1

APPRAISAL REPORT  
OF



303 Duckett Ave  
Whitmire, SC 29178-2065

**PREPARED FOR**

USDA  
Chester Area Office

AS OF

09/03/2015

PREPARED BY

Angela Sharpe  
139 Carey Rd  
Pelion, SC 29123

*State Mr. Good received the home as of*

*It's  
EX 2  
of*

R000252



**FRONT OF  
SUBJECT PROPERTY**  
303 Duckett Ave  
Whitmire, SC 29178-2065



**REAR OF  
SUBJECT PROPERTY**



**STREET SCENE**



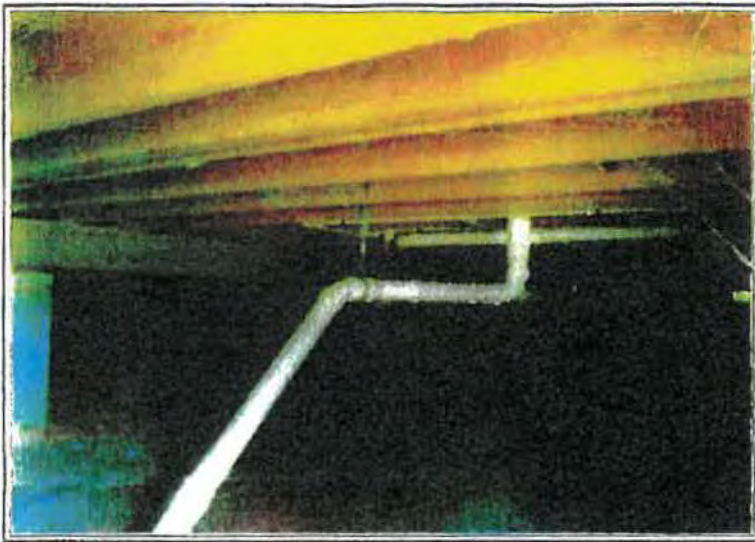
Right Side



Left Side



Additional Street Scene



Crawl Space



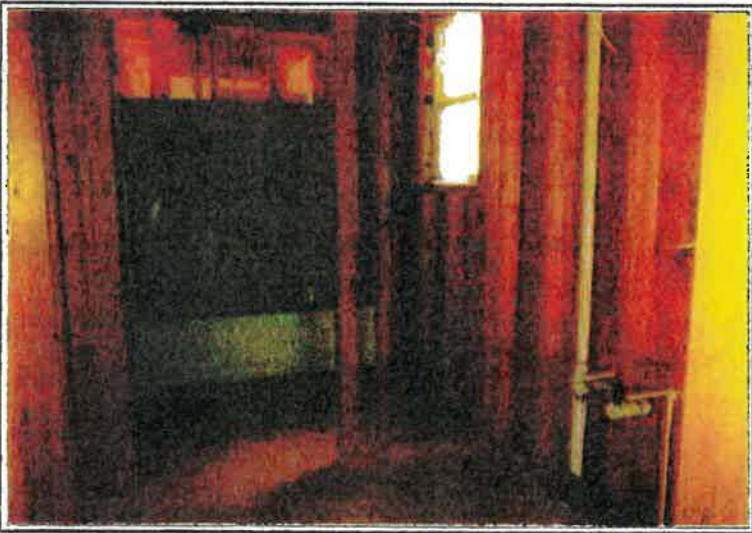
Living Room



Kitchen



Bedroom



Bath



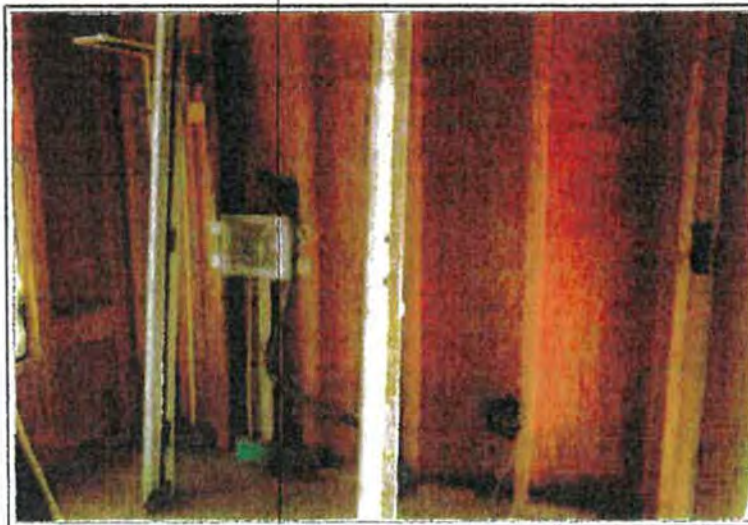
Bath



Bedroom



Bedroom



Laundry Room

CONSTRUCTION CONTRACT

State South Carolina  
County Newberry

This Contract, made this 31st day of December, 2015,  
by Tomekia Means of 763 Duckett Ave, Apt A, Whitmire, SC 29178  
(hereinafter called the "Owner"), and Tony T. Good of  
2408 Carlisle Whitmire Hwy, Carlisle SC 29031 (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

(A) The Contractor will furnish materials and perform the work for:  
Complete construction to dwelling located at 342 Leaman Ave, Whitmire, SC 29178

for the consideration of Seventy Four Thousand and no/100 dollars (\$ 74,000.00 ),  
in accordance with the "General Conditions" shown in this contract and the specifications and the drawings as follows:

As specified in attached plans and specifications.

(B) The Contractor will start work by January 8, 2016, and will complete  
the work by July 8, 2016 (See paragraph III of General Conditions).

(C) The Owner will make payments as follows. (Check  proper payment clause and effectively xxxxxxxx out all of the clauses  
not applicable.)

- 1. ONE LUMP SUM will be made for the whole contract upon acceptance by the owner and Rural Development of all work  
required hereunder and compliance by contractor with all the terms and conditions of this contract.
- 2. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of  
previous payments) will be made at intervals of 72/72 ~~100%~~. The value of work in place shall be as estimated  
by the contractor and approved by Rural Development. Prior to receiving any partial payment, the contractor must  
furnish the owner with a statement showing the total amount owed to date for materials and labor  
procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied. ~~Upon completion of the whole contract and acceptance of the work as required hereunder by the owner  
and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.~~
- 3. PARTIAL PAYMENTS IN THE AMOUNT OF 90 PERCENT of the value of the work in place and of the value of  
~~materials and labor procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied.~~ The value of the work and materials in place or on site shall be as estimated by the contractor  
~~required hereunder and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.~~ bond in the amount of the contract.

(D) The items described below (the Notice of Requirement for Affirmative Action to Ensure Equal Employment  
Opportunity required by Executive Order 11246, the Equal Opportunity Clause published at 41 CFR 60-1.4 (a) and (b), and  
the Standard Federal Equal Employment Opportunity Construction Contract Specifications required by Executive Order  
11246) apply, during the performance of this contract, if the contract exceeds \$10,000 (This also includes subsequent loans  
and grants, or contract change orders made during the construction period of the original contract, which will cause the total  
to exceed \$10,000.) to the following: (1) All contractors or subcontractors who hold any Federal or federally assisted  
construction contract, (2) All grants, contracts and loans (direct, insured, or guaranteed) let by Rural Development, and (3)  
All construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and  
subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or  
subcontract. The items are applicable to all of a contractor's or subcontractor's employees who are engaged in "on site"  
construction including those construction employees who work on a non-Federal or non-federally assisted construction site.  
The items, however, will not preempt state or local government regulations of the construction industry, and will not relieve  
contractors and subcontractors of the obligations they may have under other affirmative action or equal opportunity  
programs.

Public reporting for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and  
maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information,  
including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRA, AC Box 7630, Washington, D.C. 20250, and to the Office of Management and Budget,  
Paperwork Reduction Project (OMB No. 0575-0012), Washington, D.C. 20503 (Please DO NOT RETURN this form to either of these address. Forward to Rural Development only)

TT's  
EX 3  
R000258



1. As used in these specifications

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native

(all persons having origins in any of the original peoples of North America and maintaining identifiable and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall

provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations, by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and environment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to the organizations such as above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation of at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate urinals, single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

  
 Tony Good (Contractor)  
  
 Toniekia Means (Owner)

### GENERAL CONDITIONS

I. **CHANGES IN WORK.** - The Owner may at any time, with the approval of the official designated by Rural Development (hereinafter called the Representative), make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner with the approval of the Representative, and the price therefore stated in the order.

II. **INSPECTION OF WORK.** - All materials and workmanship will be subject to inspection, examination, and test, by the Representative, who will have the right to reject defective material and workmanship or require its correction.

III. **COMPLETION OF WORK.** - If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may, with the approval of the Representative, terminate the Contractor's right, to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of \$ 25.00 as liquidated damages for each calendar day of delay, and the Contractor the will be liable for the amount thereof. Provided, however, that the right of the contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

IV. **RELEASES.** - Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner or the Representative.

V. **OBLIGATION TO DISCHARGE LIENS.** - Acceptance by the Owner and the Representative of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material- person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.

VI. **NOTICES AND APPROVAL IN WRITING.** - Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.

VII. **ADDITIONAL REQUIREMENTS.** - The Contractor, in the performance of this contract, will comply with all applicable Equal Opportunity requirements. The provisions of RD Instruction 1901-F concerning the protection of historical and archaeological properties and the provisions of RD Instruction 1940-G concerning environmental requirements apply. The contractor understands that should any archaeological resources be discovered during the construction process, the contractor will notify the owner and cease further construction activity that could affect the resource until the Owner has consulted with Representative and the Contractor is informed of any steps to be taken or told to proceed with construction.

VIII. **CLEANING UP.** - The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

IX. **BUILDERS WARRANTY.** - Upon completion of the work the contractor will; (Check ) proper warranty clause and effectively xxxxxxxx out the inapplicable clause.)

execute Form RD 1924-19, "Builders Warranty"

~~execute Form RD 1924-19, "Builders Warranty"~~

~~RD 1924-19, "Builders Warranty"~~

Good's Building

QUOTE TO  
COMPLETE  
CONSTRUCTION

1. Reset Ceiling in master bedroom and the two bedroom in the hallway.
2. Rewire the wiring.
3. Insulation, Ceiling R 19 , Walls R13.
4. Hang drywall in all interior walls and ceiling.
5. Paint wall with 400 flat , Ceiling with 400 ceiling white flat.
6. Cabinet have an attack sheet with layout.
7. Finish the plumbing in bathrooms and kitchen.
8. # 2 Hardwood in living Room and hall.
- 9 Carpet master bedroom and the two bedroom in hall.
10. Kitchen, washroom and bathroom vinyl tile.
11. Bathroom cabinet master bedroom 48" and hall bathroom 36".
12. Heat and Air
13. Take out wall in between Living room and Kitchen.
14. Reset Light in master bedroom and kids bedroom.
15. Porch -- Front handrail and step side porch brick under pen Back 10x12 deck.
16. Brick -- front wall of dinner room, foundation on front and two side.
17. Out side wall white vinyl side, black sidders, vent soffit white, trim coil white , solid soffit under front porch.
18. Doors -- bedrooms 6 panel hollow doors, closet bifold.

Cost \$74000.00

Good's Building giving a cost to finish Tometia Means house on 342 Leaman Ave, Whitmire S,C 29178

Tometia Means  
803-251-0272

Tony T. Good                      864-426-1721  
2408 Carlisle Whitmire Hwy  
Carlisle S,C 29031

[ Print this page ]

**Board: Commercial Contractors**

**GOOD BUILDING**

2408 CARLISLE WHITMIRE HWY  
CARLISLE, SC 29031  
(864) 426-1721

License number: 107096  
License type: GENERAL CONTRACTOR  
Status: ACTIVE  
Expiration: 10/31/2016  
First Issuance Date: 08/01/2002  
Classification: BD1  
President / Owner: 078429656

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervises**

**TONY GOOD - (COG)**

[File a Complaint against this Licensee](#)

**Board Public Action History:**

[ View Orders ] [ View Other License for this Person ]

No Orders Found

[Print this page](#)

## Board: Commercial Contractors

**TONY GOOD**

**Qualifier Type:** GENERAL Qualifying Party

**Status:** ACTIVE

**Classification:** BD

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervised By**

**GOOD BUILDING (GENERAL)**

[File a Complaint against this Licensee](#)

### Board Public Action History:

[View Orders](#) | [View Other License for this Person](#)

**No Orders Found**

## CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

### GENERAL CONTRACTOR classifications

Asphalt Paving .....	AP
Boiler Installation.....	BL
Boring & Tunneling (no technical exam) .....	BT
Bridges .....	BR
Building (BD, LB, UB) * .....	BD
Concrete.....	CT
Concrete Paving .....	CP
General Roofing.....	GR
Glass & Glazing .....	GG
Grading .....	GD
Highway ** .....	HY
Highway Incidental (no technical exam).....	HI
Interior Renovation (no technical exam).....	IR
Marine .....	MR
Masonry (no technical exam).....	MS
Pipelines.....	PL
Pre-Engineered Metal Buildings .....	MB
Public Utility Electrical *** .....	1U/2U
Railroad (no technical exam).....	RR
Specialty Roofing .....	SR
Structural Framing .....	SF
Structural Shapes .....	SS
Swimming Pools .....	SP
Water & Sewer Lines.....	WL
Water & Sewer Plants.....	WP
Wood Frame Structures.....	WF

### MECHANICAL CONTRACTOR classifications

Air Conditioning.....	AC
Electrical.....	EL
Heating .....	HT
Lightning Protection .....	LP
Packaged Equipment.....	PK
Plumbing .....	PB
Process Piping **** .....	1P/2P
Refrigeration.....	RG

- \* **Building (BD)** classification - includes GR, IR, MB, MS, SS, WF (see above).  
 "LB" qualifiers took the Limited Building exam; can only be licensed at Group #1, #2, or #3 dollar limitation; cannot work over 3 stories in a building.  
 "UB" qualifiers took the Unlimited Building exam (no restrictions except dollar limitation).
- \*\* **Highway (HY)** classification - includes AP, CP, BR, GD, HI (see above).
- \*\*\* **Public Utility Electrical (1U/2U)** classification - 1U given to those licensed prior to 4/1/99 and can engage in stadium lighting work; 2U given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- \*\*\*\* **Process Piping (1P/2P)** classification - 1P given to those licensed prior to 4/1/99 and can engage in boiler work; 2P given to those licensed after 4/1/99 and cannot engage in boiler work.

### PROJECT/DOLLAR LIMITATIONS PER PROJECT

#### GENERAL CONTRACTORS

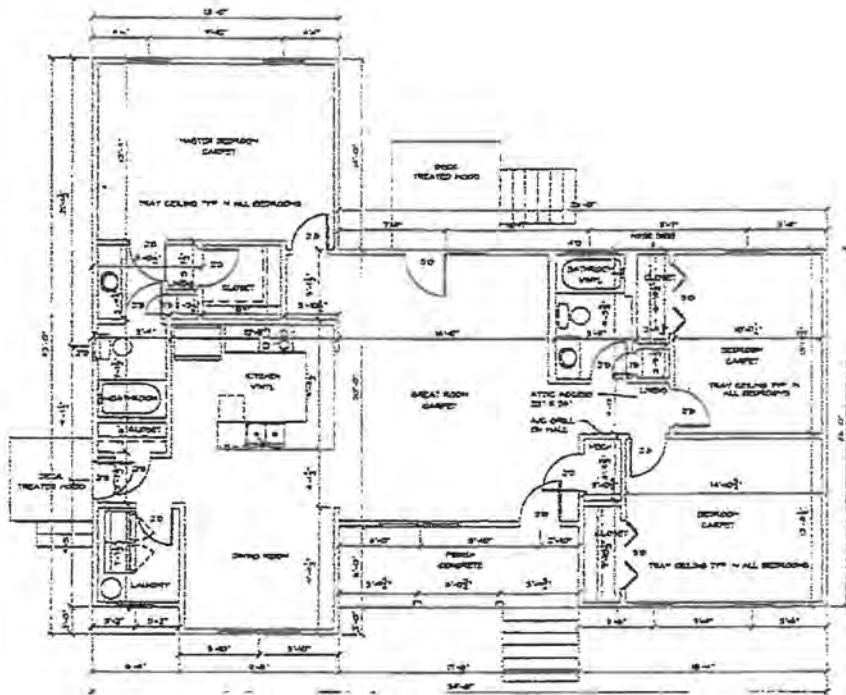
Group#	\$ Limitation per project
Group #1	\$30,000
Group #2	\$100,000
Group #3	\$350,000
Group #4	\$750,000
Group #5	\$Unlimited

#### MECHANICAL CONTRACTORS

Group#	\$ Limitation per project
Group #1	\$17,500
Group #2	\$30,000
Group #3	\$50,000
Group #4	\$125,000
Group #5	\$Unlimited

\$50K

Revised 06/2014



**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

PRELIMINARY FOR REVIEW. NOT FOR CONSTRUCTION.  
DATE UPDATED: JULY 14, 2015  
COPYRIGHT © 2015, HEAVY DANIELL CARPENTER, AIA

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Revisions	Date

Project: A HIGH HOUSE FOR  
MR. & MRS. HEANG  
TRACY BOON CHANG  
2004 1/4  
Floor Plan

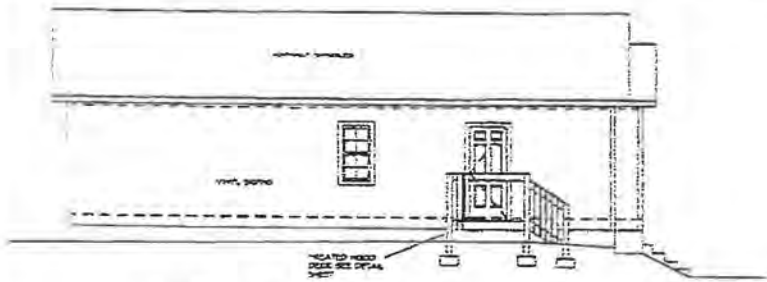


5/14/15  
H. DANRELL CARPENTER, AIA  
ARCHITECT  
3540 UNIVERSITY PARK DRIVE  
Oakbrook, North Carolina 28052  
hdc@hdcpraha.com 704-204-1445

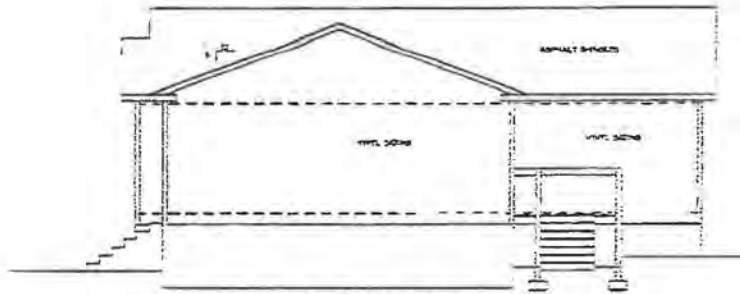
Drawn by	HC
Checked by	HC
Date	14 JUL 2015
Scale	AS SHOWN
Plot Date	8/20

A-1

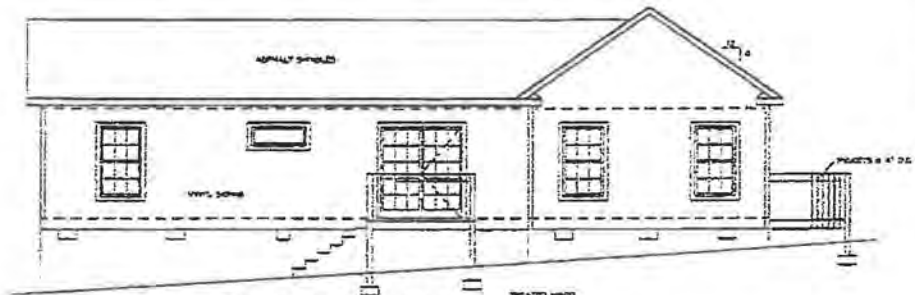
R000267



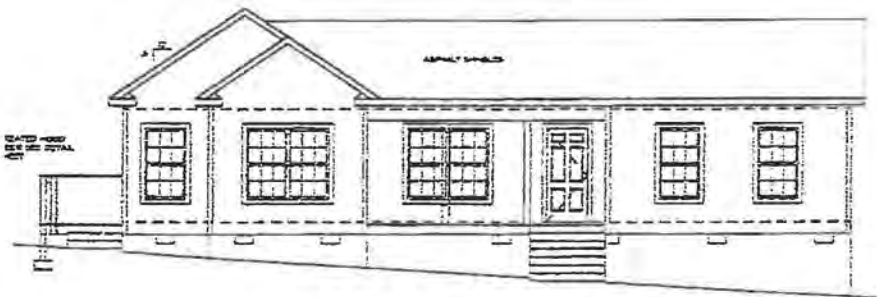
**LEFT SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"



**RIGHT SIDE ELEVATION**  
SCALE: 1/4" = 1'-0"



**REAR ELEVATION**  
SCALE: 1/4" = 1'-0"



**FRONT ELEVATION**  
SCALE: 1/4" = 1'-0"

PRELIMINARY FOR REVIEW. NOT FOR CONSTRUCTION.  
DATE UPDATED: ALL 8, 2018  
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Revisions	Date

A NEW HOME FOR  
MR. & MRS. HEATH  
10000 BERRY CREEK DR.  
GREAT TON  
ELEVATIONS



5/4.75

H. DAVRELL CARPENTER, AIA  
AIA'S DIRECT  
3541 LAVERNE PARK DRIVE  
Dunwoody, North Carolina 28052  
704-804-8445  
hdc@hdc.com

Drawn by	HC
Checked by	HC
Date	14 JUL 2018
Scale	AS SHOWN
Sheet No.	020

A-2

R000268

**GENERAL CONSTRUCTION**

- The information on this set of construction documents is intended to be used in accordance with the drawings and specifications. It is the responsibility of the contractor to verify the accuracy of the information and to obtain all necessary permits and approvals from the appropriate authorities. The General Contractor is responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- The General Contractor is responsible for ensuring that all work and construction meets current Federal, State, County and local codes, ordinances and regulations. All work shall be in accordance with the applicable codes, ordinances and regulations. The General Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- Obtain and read all applicable codes, ordinances and regulations.
- The drawings are not to be construed as a contract. The General Contractor shall be responsible for obtaining all necessary permits and approvals from the appropriate authorities.
- All work shall be in accordance with the applicable codes, ordinances and regulations.

**STRUCTURAL WOOD FRAMING NOTES**

- PERFORM STRUCTURAL WOOD FRAMING AS SHOWN ON THESE DRAWINGS AND AS REQUIRED FOR A COMPLETE INSTALLATION.
- ALL STRUCTURAL WOOD FRAMING SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARDS OF PRACTICE FOR COMMERCIAL CONSTRUCTION IN THIS AREA.
- ALL STRUCTURAL WOOD FRAMING MEMBERS SHALL BE PROPERLY ANCHORED AND SUPPORTED AND JOINTS ANCHORED WITH METAL CLIPS AND OTHER APPROPRIATE MEANS BY MANUFACTURER'S CONNECTIONS.

**FRAMING NOTES**

- ALL FRAMING MATERIAL TO BE #2 OR BETTER GRADE PINE.
- ALL WOOD SHALL BE TREATED.
- SPINDS SHALL BE 2 X 4'S.
- JOIST SHALL BE 2 X 6 @ 16" O.C.
- MATERIALS TO EXTEND 12" AT THE END OF THE STEPS.

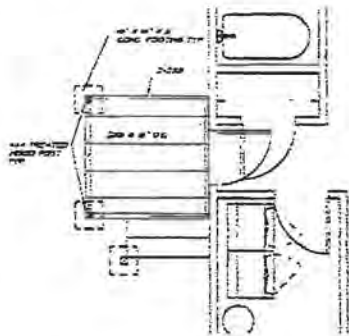
**CONCRETE NOTES**

- CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF ALL APPLICABLE SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, EXCEPT AS MODIFIED BY SUPPLEMENTAL REQUIREMENTS CONTAINED IN THE FOLLOWING NOTES.
- UNLESS OTHERWISE DETAILED OR NOTED, REINFORCING SHALL BE #3 ASPERFORMANCE WITH THE AGI DETAILED MANUAL, 10/08/11.
- CONCRETE STRENGTH (28-DAY) REQUIREMENTS AT 24 DAYS SHALL BE 4,000 PSI. LOCATION OF EACH TYPE OF CONCRETE REQUIRED FOR THIS PROJECT SHALL BE AS NOTED IN SECTION DATA.
- FORMS SHALL BE 4" MINIMUM 2" MINIMUM FOR WALLS AND FOOTINGS AND 3" MINIMUM 2" MINIMUM FOR SLAB-ON-GRADE.
- USE ANCHORING ADHESIVE IN EXTERIOR EXPOSED CONCRETE. COMPLY WITH THE MANUFACTURER'S REQUIREMENTS AND TABLE 2-11 OF ACI 308.
- READY-MIX CONCRETE SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF ASTM C94 AND AS NOTED SPECIALLY.
- CONCRETE AND RELATED MATERIALS:
  - PORTLAND CEMENT: ASTM C150, TYPE AS REQUIRED.
  - AGGREGATE: ASTM C33.
  - WATER: POTABLE.
- CONCRETE FORMS SHALL BE RIGID AND PROVIDE A STRAIGHT, SMOOTH-FINISHED SURFACE.

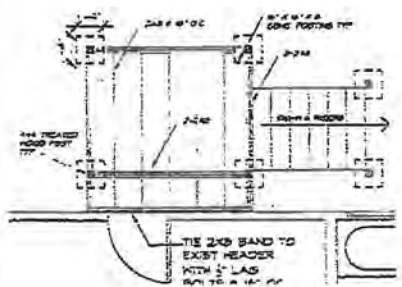
NOTE: ALL JOISTS WILL BE SUPPORTED BY BRIDGES WITH A METAL JOIST HANGER.

**GENERAL NOTES**

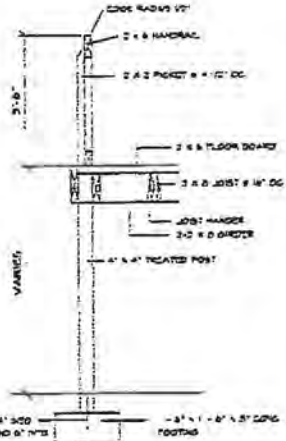
- 2 - 2 X 4'S TREATED SPINDS
- USE 2 - 5/8" DIA BOLTS @ EA POST TO CONNECT GIRDER TO POST.
- POSTING TO BE GOOD PVI CONCRETE.
- 1" - 6" X 1" - 6" X 8" DEEP
- POST TO BE 4" X 4" TREATED
- JOISTS TO BE 2 X 6 @ 16" O.C.
- RICKETS 2 X 2 @ 4 1/2" O.C.



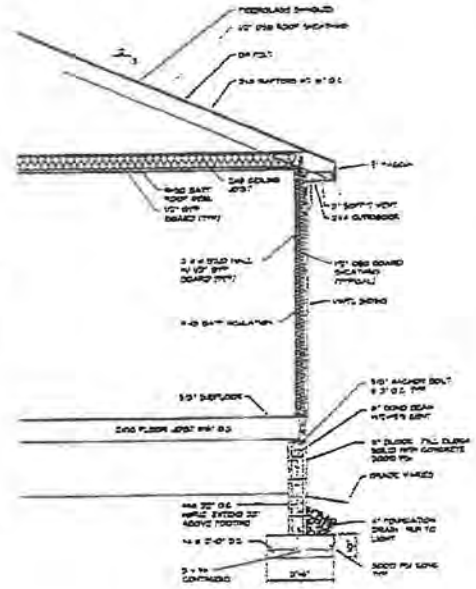
**DECK FOUNDATION "B"**  
N.T.S.



**DECK FOUNDATION "A"**  
N.T.S.



**DECK DETAIL**  
N.T.S.



**WALL SECTION**  
SCALE: 1/2" = 1'-0"

PRELIMINARY FOR REVIEW. NOT FOR CONSTRUCTION.  
DATE UPDATED: DECEMBER 18, 2014  
COPYRIGHT © 2014, HENRY DANIELL CARPENTER, AIA

Revisions	Date

Project: A NEW HOUSE FOR MEL & PEGGY HIGGINS  
Client: TBD  
WALL SECTION/DETAIL 1.5

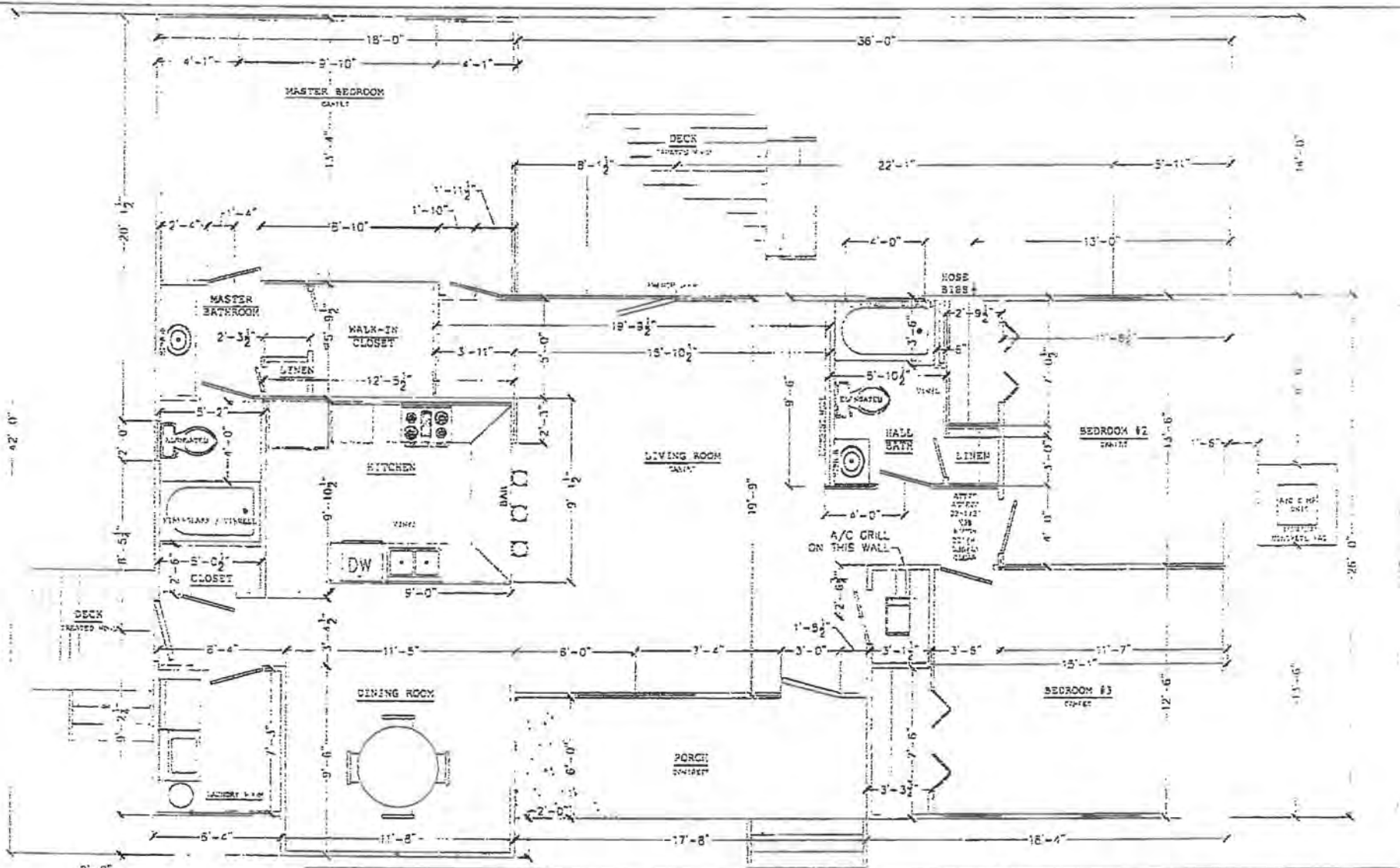


H. DANIELL CARPENTER, AIA  
ARCHITECT  
314 DANIELL PARK DRIVE  
Clarksville, North Carolina 28582  
704-904-4445

Date:	12/18/14
Sheet #:	101
Project #:	14-11-103
AS SHOWN	
Scale:	AS SHOWN
Sheet:	120

A-3

R000269



NO.	DATE	BY	REVISION

WITCHELL'S DRAWING AND ENGINEERING  
 14004, SC 29378  
 PHONE: (843) 475-7224

FLOOR PLAN	SHEET 1 OF 1	DATE
LOURDA MANSION HOUSE PROJECT - MYRTLE BEACH, SC	DRAWN BY: NAW	5/12/73
PORTRAIT HOUSE RESTORED STYLE	CHECKED BY: TW	12/12/73
JOB NO. 05-007	APPROVED BY:	

Newberry County, South Carolina

1512 Martin Street PO Box 1014  
 Newberry, South Carolina 29108  
 (803) 321-2662 ... Office  
 (803) 321-1157 ... Fax

BR-ALT Residential Bldg Alteration/Repairs

PERMIT NUMBER	MASTER PERMIT NUM	DATE ISSUED	FEE	VALUATION	ISSUED BY
1600071	None	01/26/2016	230.00	\$ 42000.00	vma

LOCATION 342 Leaman Ave Whitmire, SC 29178  OWNER Tomekia R Means (864 251 0272) 763 Duckott Ave Apt A Whitmire SC 29178	PN 313-1-6-4 SUBDIVISION MAP# 313-1-6-4 FLOODZONE X  CONTRACTOR Good Building, 803 429 8357 2408 Whitmire Hwy Newberry SC 29031
---	--

SELECTED CHARACTERISTICS OF WORK

REOFWORK oration / Repairs  DESCRIPTION OF WORK Interior / exterior renovations to the existing house  OCCUPANCY TYPE R-3 Residential, one- and two-family  Agent: Good Building	DIMENSIONS  NO. OF FLOORS 0 TOTAL FLOOR AREA OF NEW CONST. 0 Sq. Ft. SQ. FT. BASEMENT 0 Sq. Ft. ACCESSORY STRUCTURES 0 Sq. Ft. # FIREPLACES 0  SINGLE FAMILY ONLY  NO. OF BATHROOMS 0 NO. OF BEDROOMS 0 TOTAL ROOMS 0
---	---

AFFADAVIT OF APPLICANT

1. No work will be started or continued before permit card is posted or if permit card is destroyed, lost or stolen.  
 2. This permit is void if job is not started within 6 months of application date.  
 3. The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable government ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.  
 4. The owner or possessor of this property has the right under South Carolina State statutes to extend the statute of limitations for the structure beyond eight years only by agreement between owner and contractor.  
 5. Any non-residential structures that have not requested an inspection within 6 months of the issued date will be filed with the Assessor Office as a completed structure. Non-residential such as metal, pole, barns, and storage sheds, etc. Not to include Commercial structures.  
 property owner or contractor must provide this office with a letter of compliance from the Zoning Department before any inspections. N/A INT.

Issuing Officer / Permit Clerk: [Signature] Signature of Applicant: [Signature] Date: 26 January 2016

Print Name: [Signature]

It's Ex 4  
 BPO 20040305-sl  
 R000271

# Newberry County, South Carolina

[1226 College St.]  
 [Newberry, South Carolina 29108]  
 [(803) 321-2662] ... Office  
 [(803) 321-2682] ... Fax

(14)

## BLDG-RES Building Residential Permit

PERMIT NUMBER	MASTER PERMIT NUM	DATE ISSUED	FEE	VALUATION	ISSUED BY
0900838	None		\$ 560.00	\$ 130000.00	fmm

ADDRESSES	LOCATION	301 Duckett St Whitmire, SC 29178	PN	313-1-6-4
			SUBDIVISION	
			MAP#	313-1-6-4
			FLOODZONE	X
OWNER	Tomekia R Means () 19 Railroad Ave Whitmire SC 29178		CONTRACTOR	Pennyworth Homes Inc., 864 504 4417 8299 Ashville Hwy Boiling Springs SC 29316

PLAINTIFFS EXHIBIT  
 I MAY  
 2-20-19 SB

EXPIRED 9-2-11 renewed closed

### SELECTED CHARACTERISTICS OF WORK

<b>NATURE OF WORK</b> New Construction	<b>DIMENSIONS</b> NO. OFF FLOORS: 1 TOTAL FLOOR AREA OF NEW CONST.: 1573 Sq. Ft. SQ. FT. BASEMENT: 0 Sq. Ft. ACCESSORY STRUCTURES: 0 Sq. Ft. # FIRE PLACES: 0
<b>DESCRIPTION OF WORK</b> single family residence	
<b>OCCUPANCY TYPE</b> Residential Single Family Residence (Average)	SINGLE FAMILY ONLY NO. OF BATHROOMS: 2.0 NO. OF BEDROOMS: 3 TOTAL ROOMS: 9
Agent: James Allen	

### AFFIDAVIT OF APPLICANT

- No work will be started or continued before permit card is posted or if permit card is destroyed, lost or stolen.
- This permit is void if job is not started within 6 months of application date.
- The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable government ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.
- The owner or possessor of this property has the right under South Carolina State statutes to extend the statute of limitations for the structure beyond thirteen years only by agreement between owner and contractor.
- Any non-residential structures that have not requested an inspection within 6 months of the issued date will be filed with the Assessor Office as a completed structure. Non-residential such as metal, pole, barns, and storage sheds, etc. Not to include Commercial structures.
- The property owner or contractor must provide this office with a letter of compliance from the Zoning Department before receiving any inspection. N/A INT. Town of Whitmire

Issuing Officer / Permit Clerk: James Allen  
 Signature of Applicant: [Signature]  
 Date: 10-16-09  
 Print Name: James Allen

BPO-20040305-si

R000272

TO BE DISPLAYED AT BUILDING SITE

# NEWBERRY COUNTY

## BUILDING PERMIT

OWNER: Tomekia R Means

TAX MAP NO.: 313-1-6-4 301 Duckett St

PERMIT NO.: 0900838 New House

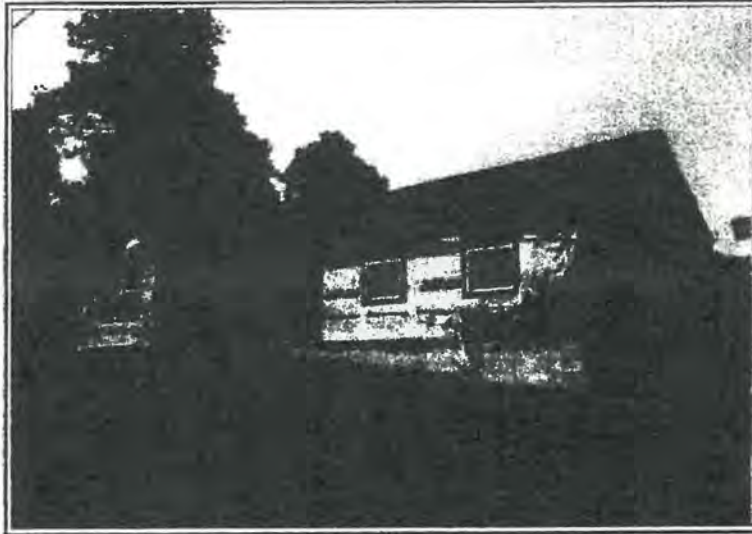
10-16-09

DATE OF ISSUE

Yayy Wallace

ISSUING AGENT

**APPRAISAL REPORT  
OF**



303 Duckett Ave  
Whitmire, SC 29178-2065

**PREPARED FOR**

USDA  
Chester Area Office

**AS OF**

09/03/2015

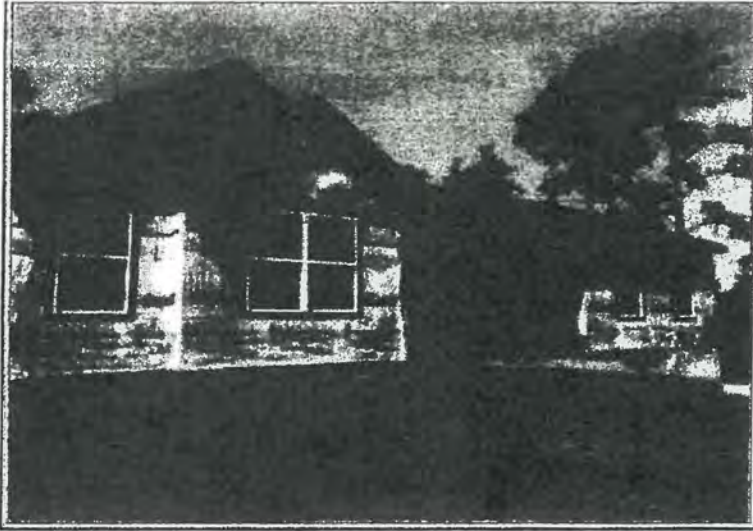
**PREPARED BY**

Angela Sharpe  
139 Carey Rd  
Pelion, SC 29123



*State Mr. Good received the home as of*

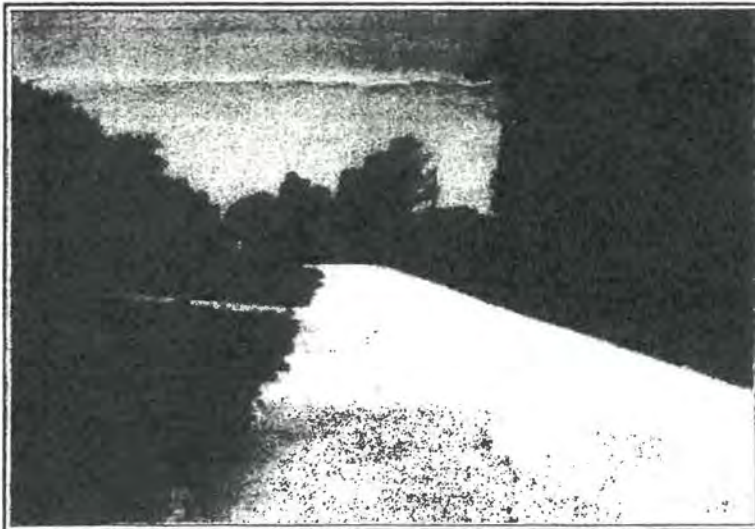
R000274



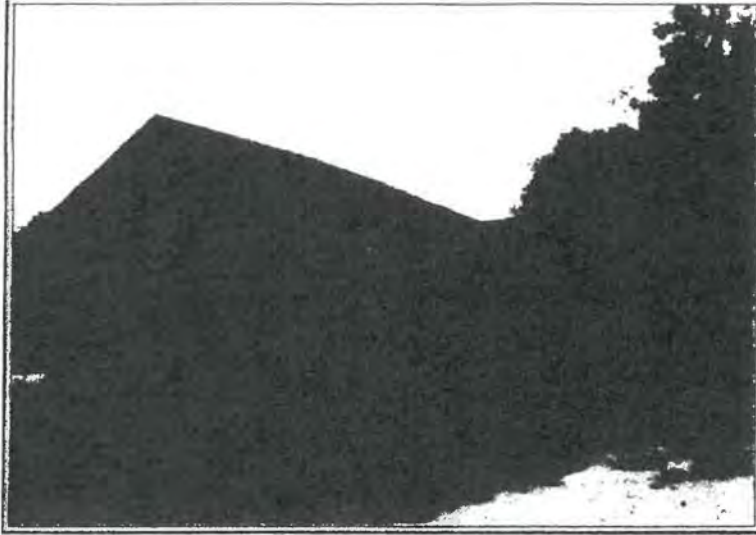
**FRONT OF  
SUBJECT PROPERTY**  
303 Duckett Ave  
Whitmire, SC 29178-2065



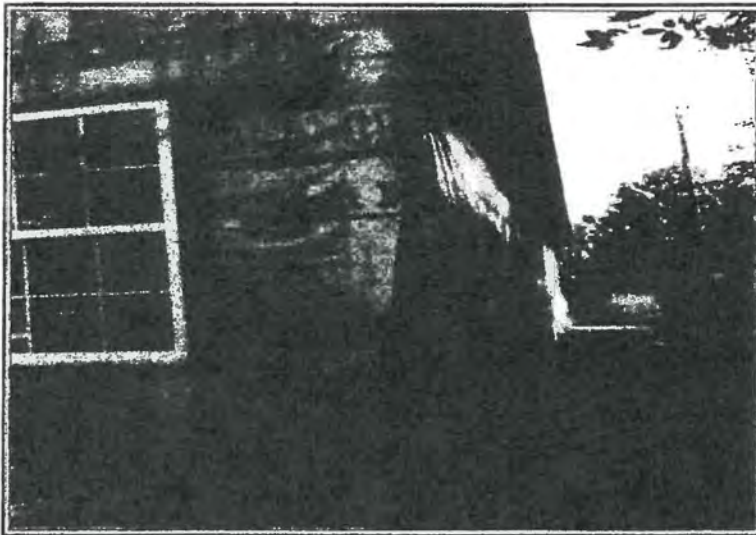
**REAR OF  
SUBJECT PROPERTY**



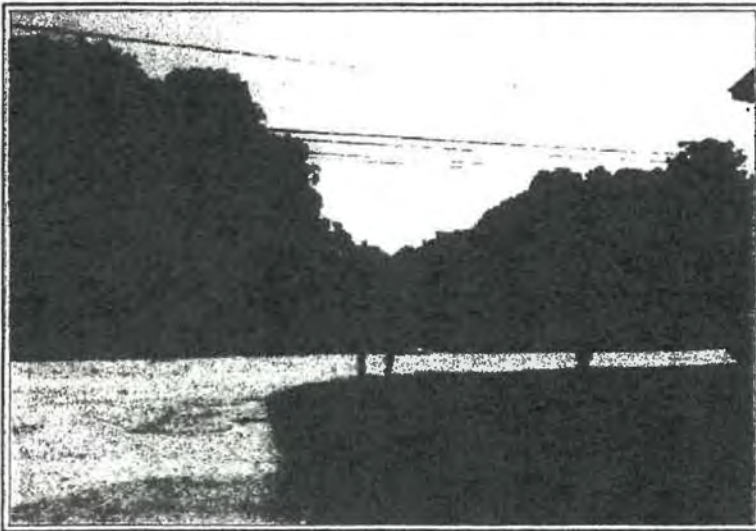
**STREET SCENE**



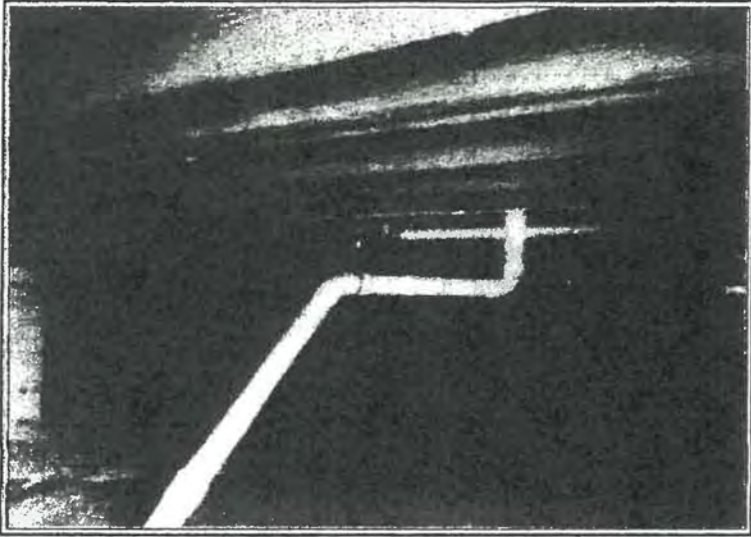
Right Side



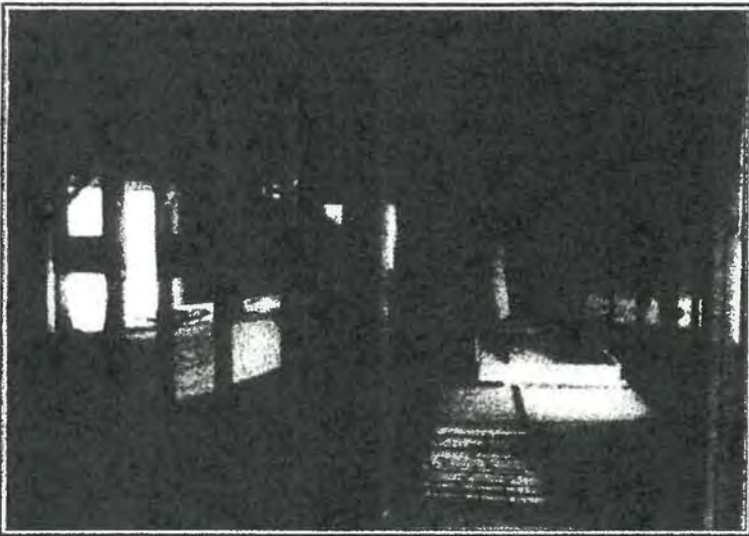
Left Side



Additional Street Scene



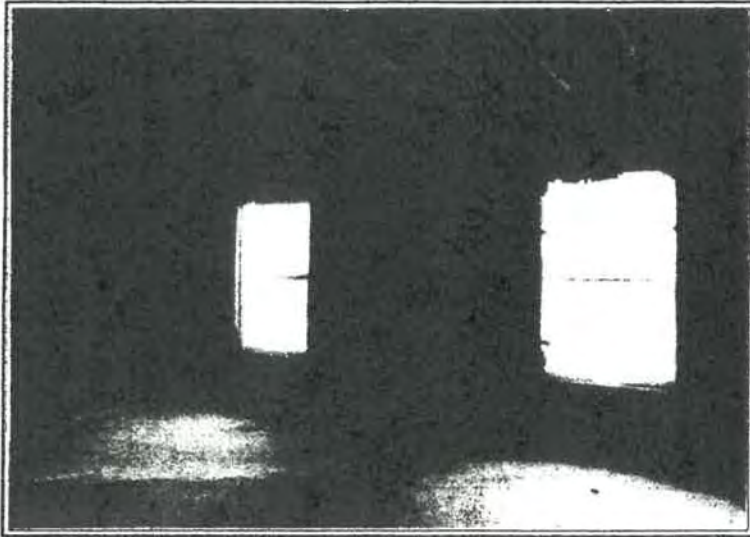
Crawl Space



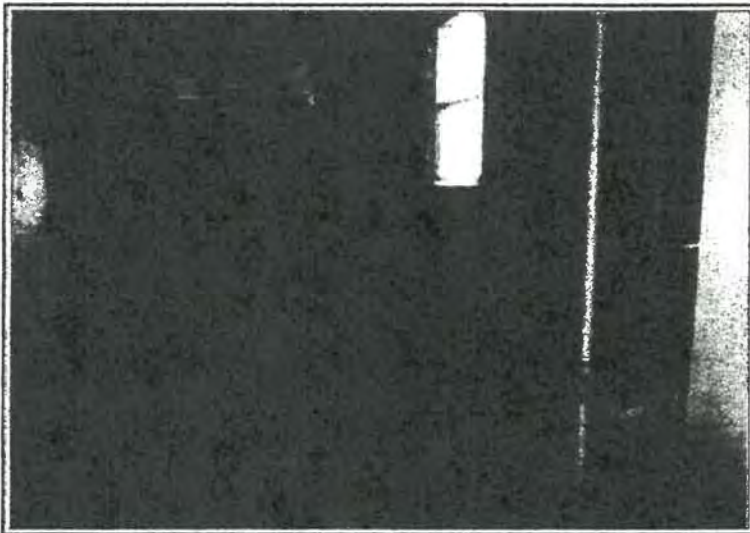
Living Room



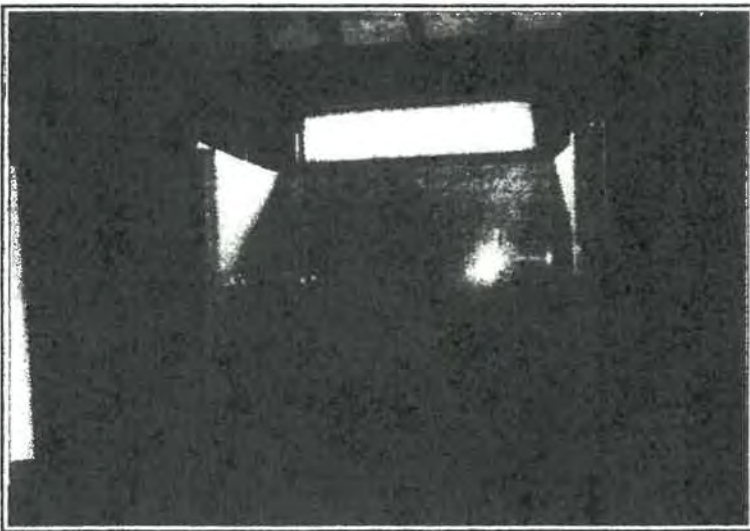
Kitchen



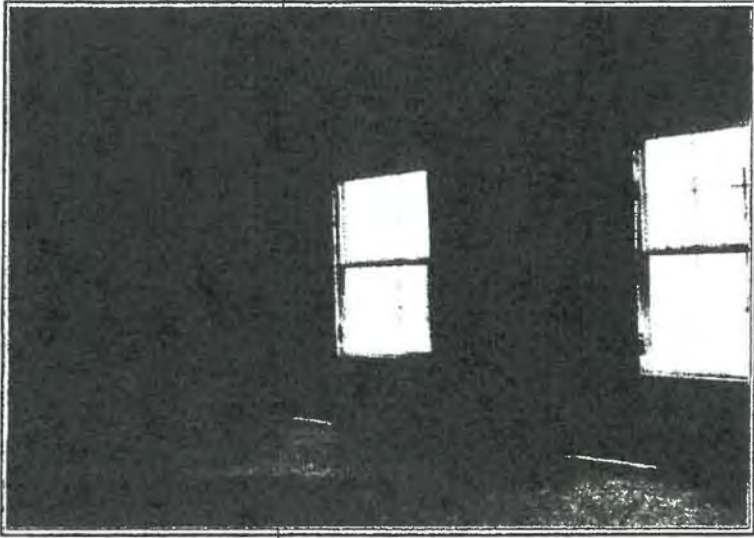
Bedroom



Bath



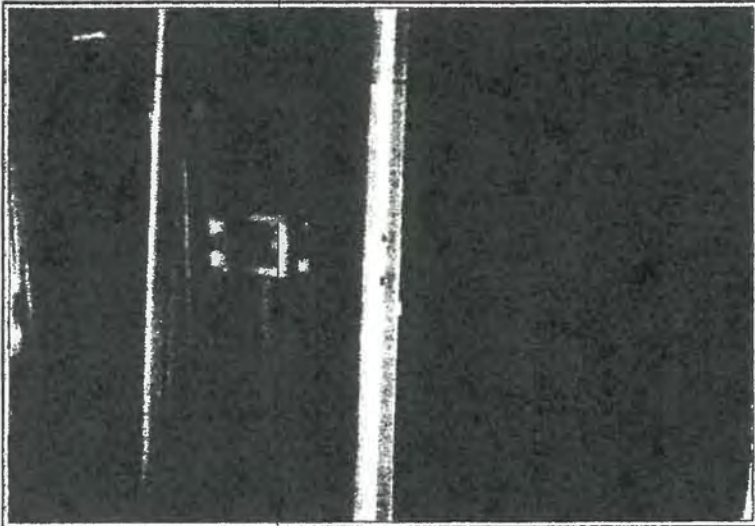
Bath



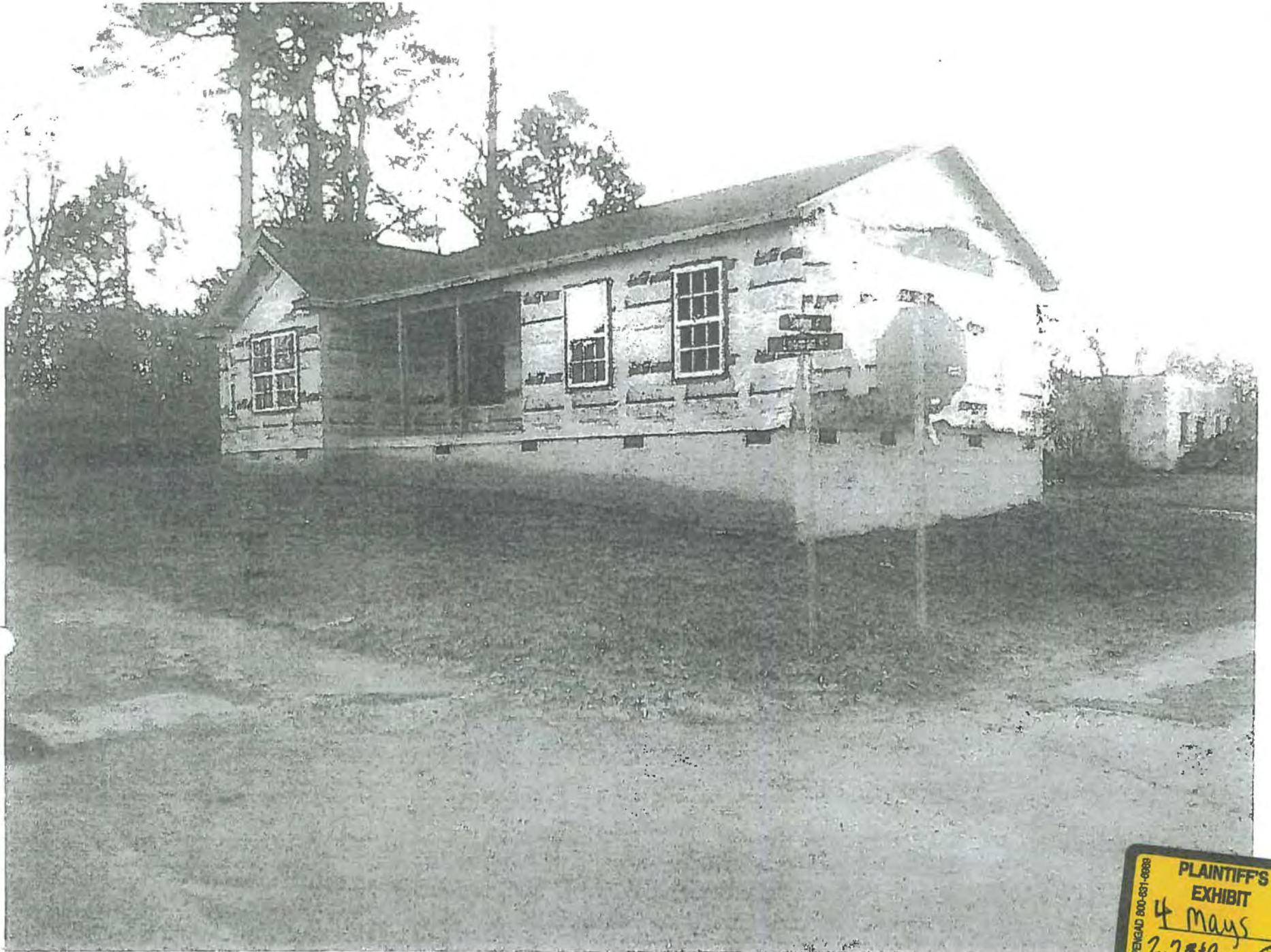
Bedroom



Bedroom

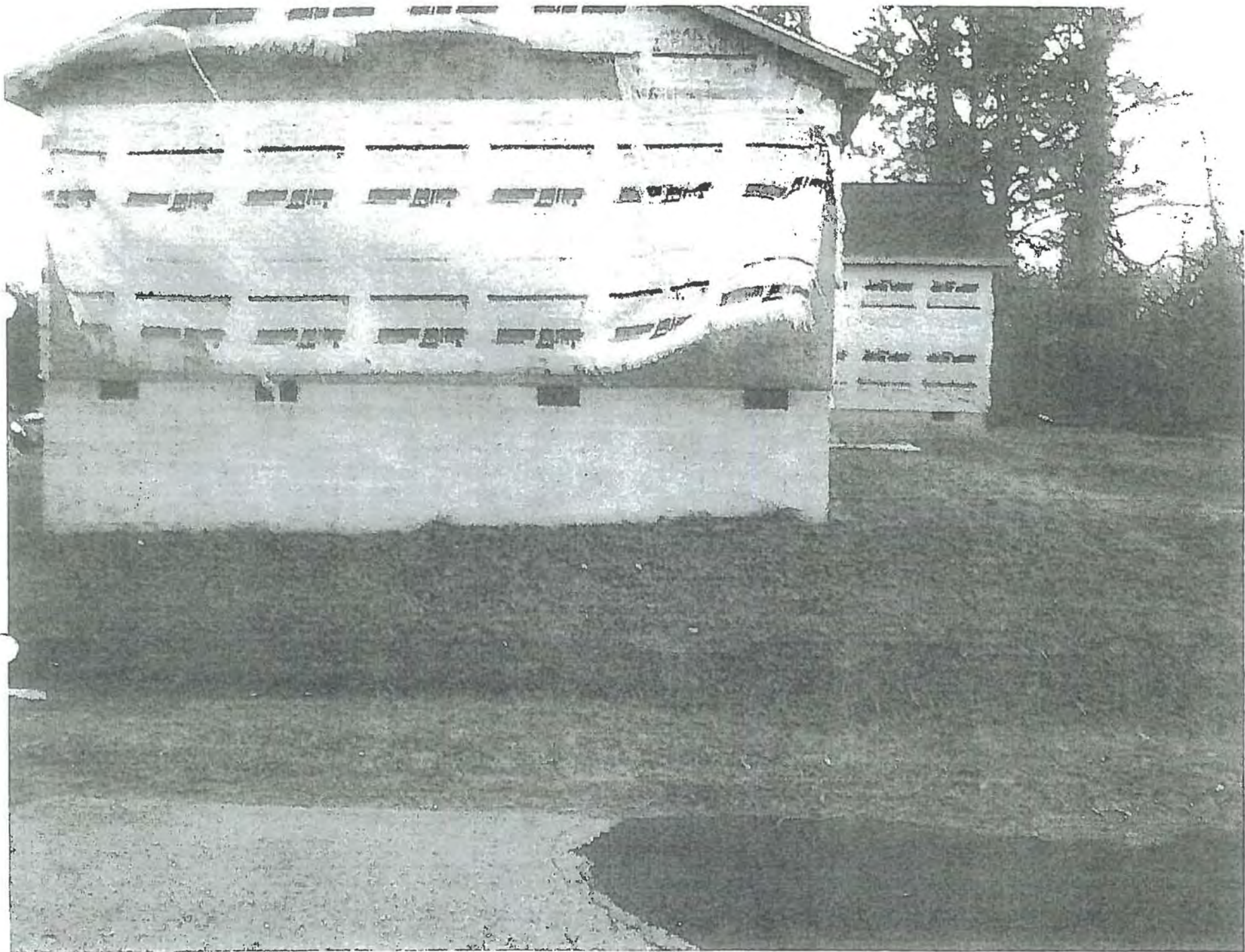


Laundry Room

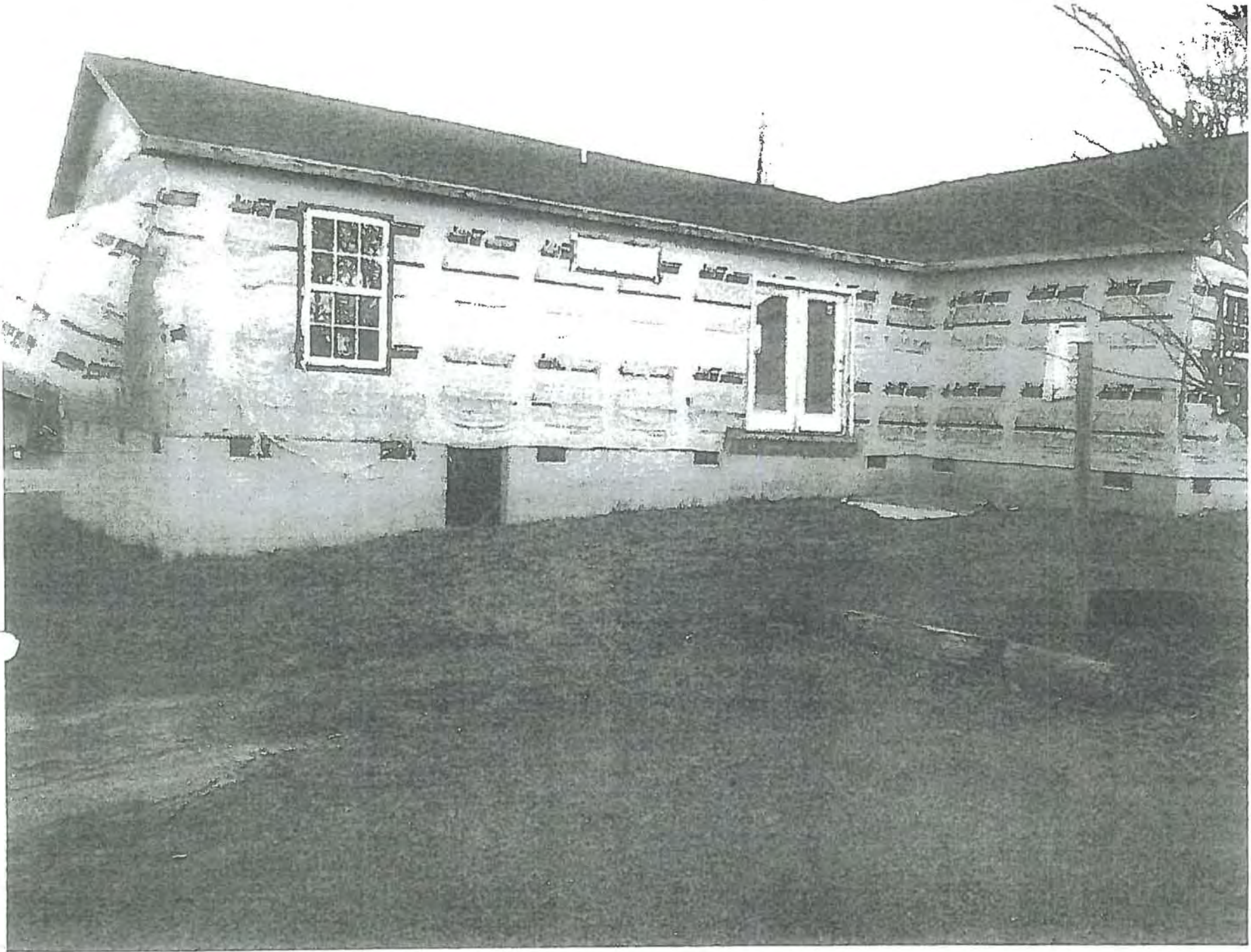


R000280

PLAINTIFF'S  
EXHIBIT  
4 Mays  
2.26.19 SB  
FENGAD 800-691-6888



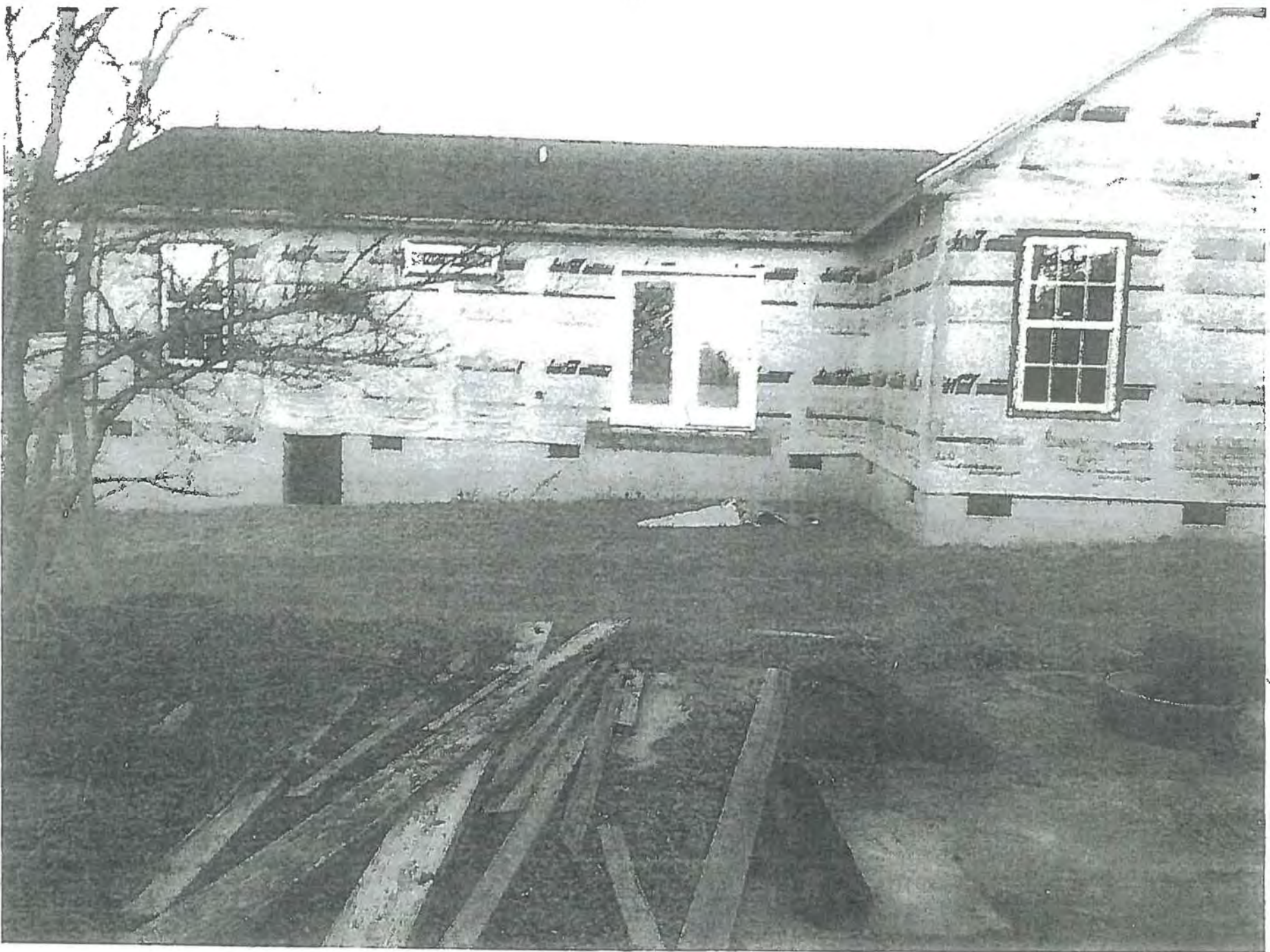
R000281



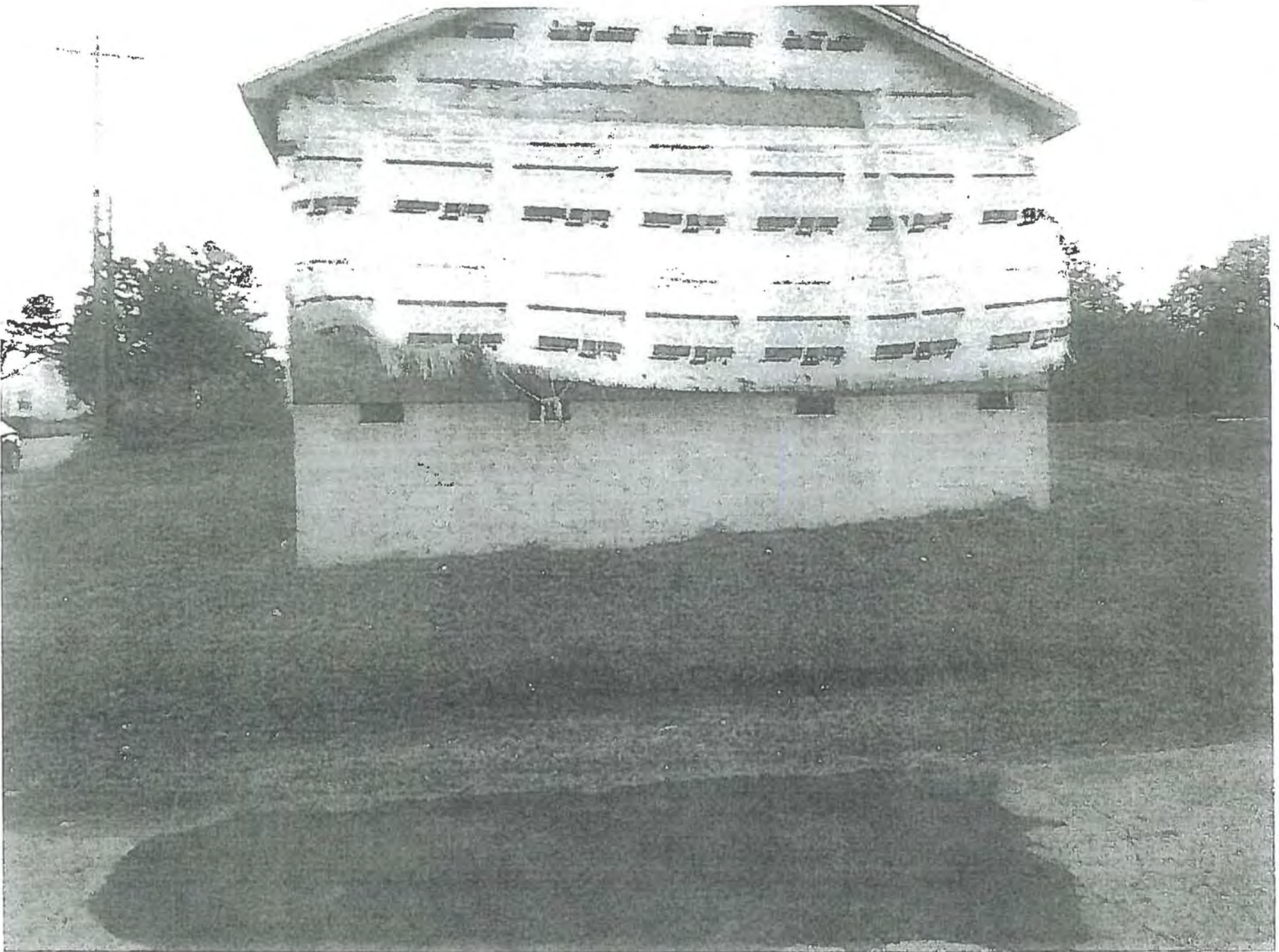
R000282



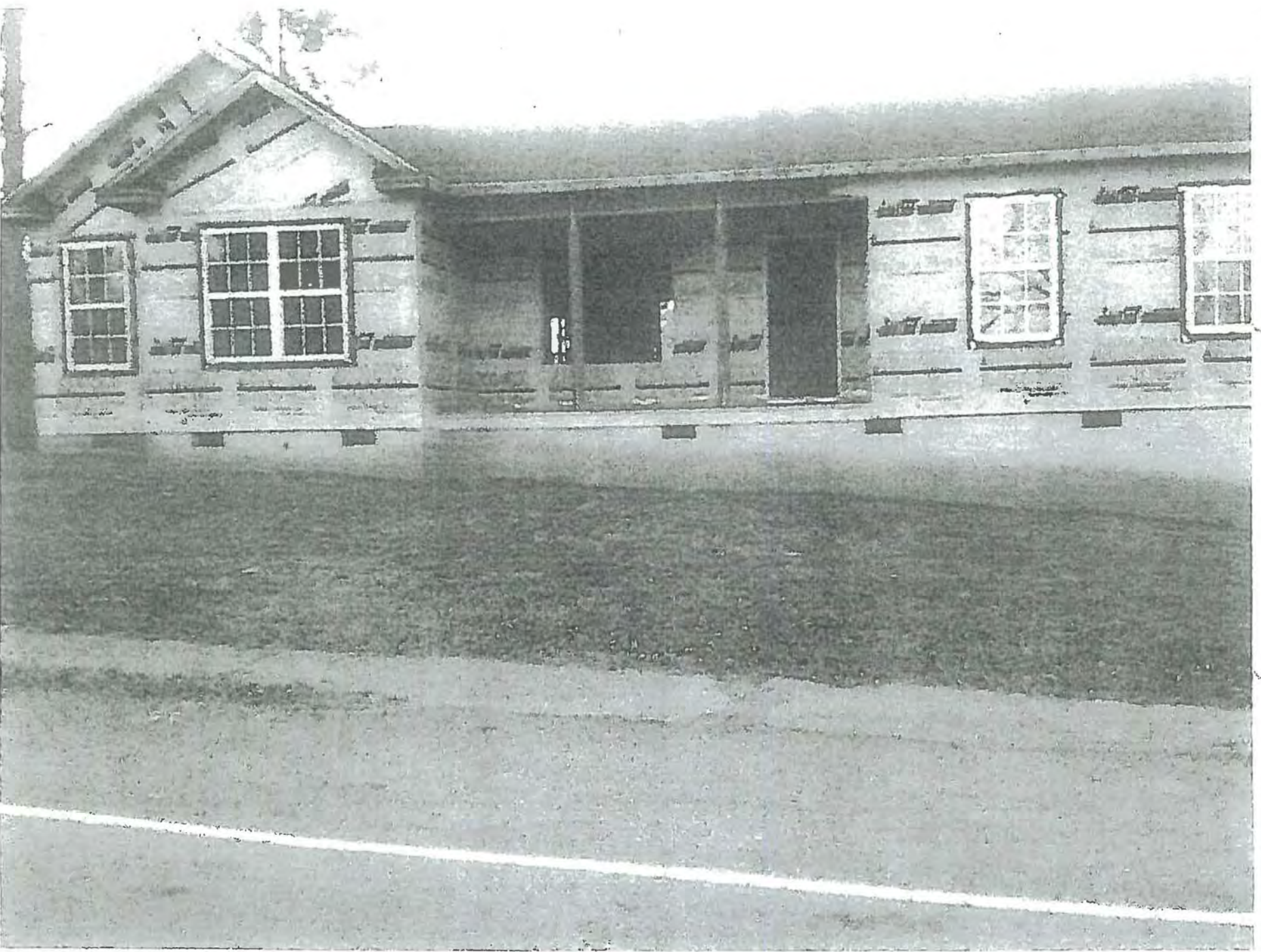
R000283



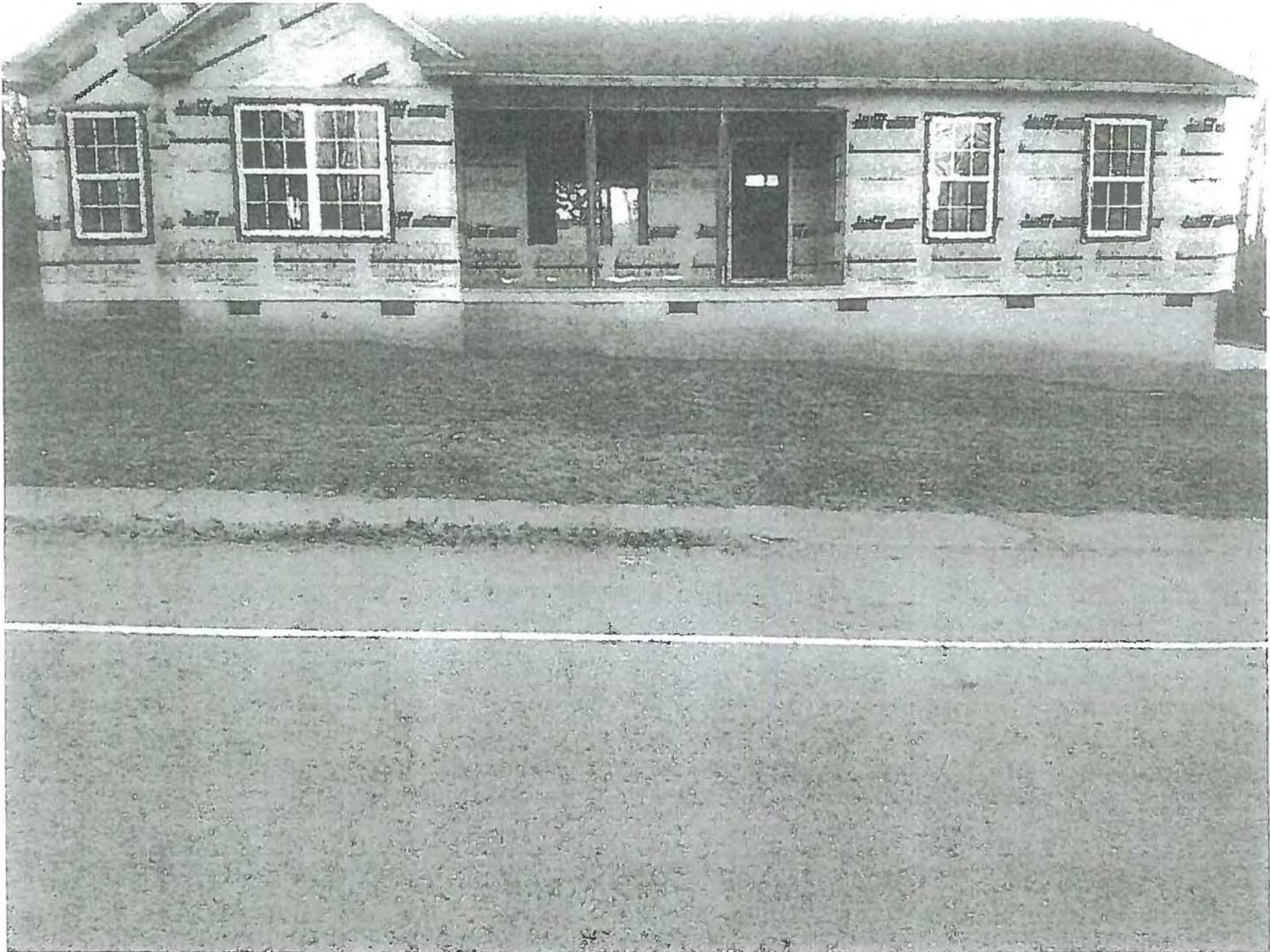
R000284



R000285



R000286



R000287

CONSTRUCTION CONTRACT

State South Carolina

County Newberry

This Contract, made this 31st day of December, 20 15,  
by Tomekia Means of 763 Duckett Ave, Apt A, Whitmire, SC 29178

(hereinafter called the "Owner"), and Tony T. Good of  
2408 Carlisle Whitmire Hwy, Carlisle SC 29031 (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

(A) The Contractor will furnish materials and perform the work for:  
Complete construction to dwelling located at 342 Leaman Ave, Whitmire, SC 29178

for the consideration of Seventy Four Thousand and no/100 dollars (\$ 74,000.00),  
in accordance with the "General Conditions" shown in this contract and the specifications and the drawings as follows:

As specified in attached plans and specifications.

(B) The Contractor will start work by January 8, 20 16, and will complete  
the work by July 8, 20 16 (See paragraph III of General Conditions).

(C) The Owner will make payments as follows. (Check  proper payment clause and effectively xxxxxxxx out all of the clauses  
not applicable.)

1. ONE LUMP SUM will be made for the whole contract upon acceptance by the owner and Rural Development of all work  
required hereunder and compliance by contractor with all the terms and conditions of this contract.

2. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of  
previous payments) will be made at intervals of 1/3 1/3 + 100%. The value of work in place shall be as estimated  
by the contractor and approved by Rural Development. Prior to receiving any partial payment, the contractor must  
furnish the owner with a statement showing the total amount owed to date for materials and labor  
procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner  
and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.

3. PARTIAL PAYMENTS IN THE AMOUNT OF 90 PERCENT of the value of the work in place and of the value of  
materials and materials on site shall be made at intervals of 1/3 1/3 + 100%. The value of the work and materials in place or on site shall be as estimated by the contractor  
and approved by Rural Development. Prior to receiving any partial payment, the contractor must  
furnish the owner with a statement showing the total amount owed to date for materials and labor  
procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner  
and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.

(D) The items described below (the Notice of Requirement for Affirmative Action to Ensure Equal Employment  
Opportunity required by Executive Order 11246, the Equal Opportunity Clause published at 41 CFR 60-1.4 (a) and (b), and  
the Standard Federal Equal Employment Opportunity Construction Contract Specifications required by Executive Order  
11246) apply, during the performance of this contract, if the contract exceeds \$10,000 (This also includes subsequent loans  
and grants, or contract change orders made during the construction period of the original contract, which will cause the total  
to exceed \$10,000.) to the following: (1) All contractors or subcontractors who hold any Federal or federally assisted  
construction contract, (2) All grants, contracts and loans (direct, insured, or guaranteed) let by Rural Development, and (3)  
All construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and  
subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or  
subcontract. The items are applicable to all of a contractor's or subcontractor's employees who are engaged in "on site"  
construction including those construction employees who work on a non-Federal or non-federally assisted construction site.  
The items, however, will not preempt state or local government regulations of the construction industry, and will not relieve  
contractors and subcontractors of the obligations they may have under other affirmative action or equal opportunity  
programs.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and  
maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information,  
including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250, and to the Office of Management and Budget,  
Paperwork Reduction Project (OMB No. 0575-0042), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these address. Forward to Rural Development only.





I As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted,

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native

(all persons having origins in any of the original peoples of North America and maintaining identifiable and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall

provide notice of these programs to the sources complied under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and environment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to the organizations such as above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

  
 Tony W. Good (Contractor)

---

  
 Tomekia Means (Owner)

### GENERAL CONDITIONS

I. **CHANGES IN WORK.**- The Owner may at any time, with the approval of the official designated by Rural Development (hereinafter called the Representative), make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner with the approval of the Representative, and the price therefore stated in the order.

II. **INSPECTION OF WORK.**- All materials and workmanship will be subject to inspection, examination, and test, by the Representative, who will have the right to reject defective material and workmanship or require its correction.

III. **COMPLETION OF WORK.** -If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may, with the approval of the Representative, terminate the Contractor's right, to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of

\$ 25.00 as liquidated damages for each calendar day of delay, and the Contractor the will be liable for the amount thereof: Provided, however, that the right of the contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

IV. **RELEASES.** -Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner or the Representative.

V. **OBLIGATION TO DISCHARGE LIENS.** -Acceptance by the Owner and the Representative of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material- person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.

VI. **NOTICES AND APPROVAL IN WRITING.**- Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.

VII. **ADDITIONAL REQUIREMENTS.**- The Contractor, in the performance of this contract, will comply with all applicable Equal Opportunity requirements. The provisions of RD Instruction 1901-F concerning the protection of historical and archaeological properties and the provisions of RD Instruction 1940-G concerning environmental requirements apply. The contractor understands that should any archaeological resources be discovered during the construction process, the contractor will notify the owner and cease further construction activity that could affect the resource until the Owner has consulted with Representative and the Contractor is informed of any steps to be taken or told to proceed with construction.

VIII. **CLEANING UP.**- The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

IX. **BUILDERS WARRANTY.**- Upon completion of the work the contractor will; (Check  proper warranty clause and effectively xxxxxxxx out the inapplicable clause.)

execute Form RD 1924-19, "Builders Warranty"

provide an RD approved 10 year home warranty policy in accordance with Section 1924-9 and Exhibit of

RD Instruction of 22/4A.

Good's Building

QUOTE TO  
COMPLETE  
CONSTRUCTION

1. Reset Ceiling in master bedroom and the two bedroom in the hallway.
2. Rewire the wiring.
3. Insulation, Ceiling R 19 , Walls R13.
4. Hang drywall in all interior walls and ceiling.
5. Paint wall with 400 flat , Ceiling with 400 ceiling white flat.
6. Cabinet have an attack sheet with layout.
7. Finish the plumbing in bathrooms and kitchen.
8. # 2 Hardwood in living Room and hall.
- 9 Carpet master bedroom and the two bedroom in hall.
10. Kitchen, washroom and bathroom vinyl tile.
11. Bathroom cabinet master bedroom 48" and hall bathroom 36".
12. Heat and Air
13. Take out wall in between Living room and Kitchen.
14. Reset Light in master bedroom and kids bedroom.
15. Porch – Front handrail and step side porch brick under pen Back 10x12 deck.
16. Brick – front wall of dinner room, foundation on front and two side.
17. Out side wall white vinyl side, black sidders, vent soffit white, trim coil white , soild soffit under front porch.
18. Doors – bedrooms 6 panel hollow doors, closet bifold.

Cost \$74000.00

Good's Building giving a cost to finish Tomacia Means house on 342 Leaman Ave. Whitmire S,C 29178

Tomacia Means

803-251-0272

Tony T. Good

864-426-1721

2408 Carlisle Whitmire Hwy

Carlisle S,C 29031

R000293

[ Print this page ]

**Board: Commercial Contractors**

**GOOD BUILDING**

2408 CARLISLE WHITMIRE HWY  
CARLISLE, SC 29031  
(864) 426-1721

License number: 107096  
License type: GENERAL CONTRACTOR  
Status: ACTIVE  
Expiration: 10/31/2016  
First Issuance Date: 08/01/2002  
Classification: BD1  
President / Owner: 078429656

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervises**

**TONY GOOD - (COG)**

[File a Complaint against this Licensee](#)

**Board Public Action History:**

[ View Orders ] [ View Other License for this Person ]

No Orders Found

[ Print this page ]

**Board: Commercial Contractors**

**TONY GOOD**

**Qualifier Type:** GENERAL Qualifying Party

**Status:** ACTIVE

**Classification:** BD

[Click here for Classification definitions and licensee's contract dollar limit](#)

**Supervised By**

**GOOD BUILDING (GENERAL)**

[File a Complaint against this Licensee](#)

**Board Public Action History:**

[ View Orders ] [ View Other License for this Person ]

No Orders Found

## CURRENT CLASSIFICATION ABBREVIATIONS and PROJECT/DOLLAR LIMITATIONS

The two-letters on a license indicates the designated classification(s) of work (i.e. **BD3**); the number behind the letters indicates their designated dollar limit per contract (i.e. **BD3**); see classifications & project/dollar limits below:

GENERAL CONTRACTOR classifications	MECHANICAL CONTRACTOR classifications		
Asphalt Paving .....	AP	Air Conditioning .....	AC
Boiler Installation .....	BL	Electrical .....	EL
Boring & Tunneling (no technical exam) .....	BT	Heating .....	HT
Bridges .....	BR	Lightning Protection .....	LP
Building (BD, LB, UB) * .....	BD	Packaged Equipment .....	PK
Concrete .....	CT	Plumbing .....	PB
Concrete Paving .....	CP	Process Piping **** .....	1P/2P
General Roofing .....	GR	Refrigeration .....	RG
Glass & Glazing .....	GG		
Grading .....	GD		
Highway ** .....	HY		
Highway Incidental (no technical exam) .....	HI		
Interior Renovation (no technical exam) .....	IR		
Marine .....	MR		
Masonry (no technical exam) .....	MS		
Pipelines .....	PL		
Pre-Engineered Metal Buildings .....	MB		
Public Utility Electrical *** .....	1U/2U		
Railroad (no technical exam) .....	RR		
Specialty Roofing .....	SR		
Structural Framing .....	SF		
Structural Shapes .....	SS		
Swimming Pools .....	SP		
Water & Sewer Lines .....	WL		
Water & Sewer Plants .....	WP		
Wood Frame Structures .....	WF		

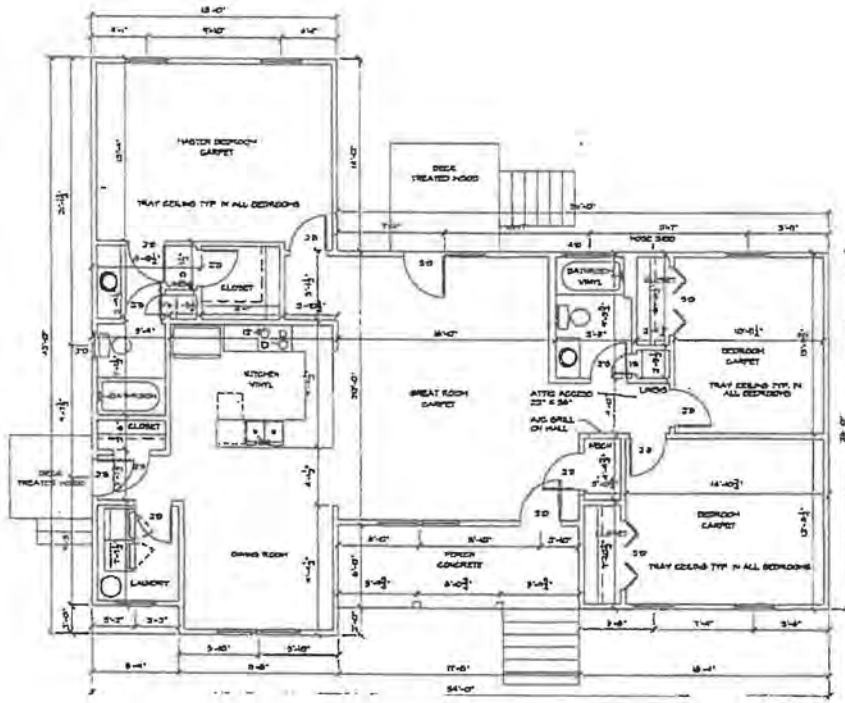
- \* **Building (BD)** classification - includes GR, IR, MB, MS, SS, WF (see above).  
 "LB" qualifiers took the Limited Building exam; can only be licensed at Group #1, #2, or #3 dollar limitation; cannot work over 3 stories in a building.  
 "UB" qualifiers took the Unlimited Building exam (no restrictions except dollar limitation).
- \*\* **Highway (HY)** classification - includes AP, CP, BR, GD, HI (see above).
- \*\*\* **Public Utility Electrical (1U/2U)** classification - 1U given to those licensed prior to 4/1/99 and can engage in stadium lighting work; 2U given to those licensed after 4/1/99 and cannot engage in stadium lighting work.
- \*\*\*\* **Process Piping (1P/2P)** classification - 1P given to those licensed prior to 4/1/99 and can engage in boiler work; 2P given to those licensed after 4/1/99 and cannot engage in boiler work.

### PROJECT/DOLLAR LIMITATIONS PER PROJECT

GENERAL CONTRACTORS		MECHANICAL CONTRACTORS	
Group#	\$ Limitation per project	Group#	\$ Limitation per project
Group #1	\$30,000	Group #1	\$17,500
Group #2	\$100,000	Group #2	\$30,000
Group #3	\$350,000	Group #3	\$50,000
Group #4	\$750,000	Group #4	\$125,000
Group #5	\$Unlimited	Group #5	\$Unlimited

Revised 06/2014

R000297



**FLOOR PLAN**  
SCALE: 1/4" = 1'-0"

PRELIMINARY FOR REVIEW. NOT FOR CONSTRUCTION.  
DATE UPDATED: JULY 14, 2015  
COPYRIGHT © 2015, HENRY DURRELL CARPENTER, AIA

THIS DRAWING AND THE DESIGN SHOWN IS THE PROPERTY OF HENRY DURRELL CARPENTER, AIA AND SHALL NOT BE REPRODUCED WITHOUT WRITTEN CONSENT OF THE ARCHITECT. ANY VIOLATION SHALL BE SUBJECT TO LEGAL ACTION.

Revisions	Date

Project: A NEW HOUSE FOR  
MRL & MRS. HEANS  
NORFOLK, SOUTH CAROLINA  
Sheet Title: **FLOOR PLAN**



5/4/15

**H. DURRELL CARPENTER, AIA**  
ARCHITECT  
3701 CAROLINE PARK DRIVE  
COLUMBIA, SOUTH CAROLINA 29223  
Mobile: 803-738-1111 Fax: 803-738-1112

Drawn by:	HCC
Check by:	HCC
Date:	14 JUL 2015
Scale:	AS SHOWN
Sheet No.:	1520
Sheet Title:	A-1



### GENERAL CONSTRUCTION

- The information on the set of construction documents is related to basic design, scope and framing details. They are intended as a supplement and not a substitute for generally recognized good building practice and construction methods. The Contractor shall be responsible for providing accurate construction details and procedures for items not specifically framed, including, but not limited to, completed projects.
- The General Contractor is responsible for obtaining all permits and construction means current Federal, State, County and local codes, ordinances and regulations. All these codes are to be observed in all parts of the project unless otherwise stated. It shall be the contractor's responsibility to verify all codes and regulations.
- Dimensions are taken between and over unless otherwise noted.
- The designer has not been engaged for construction supervision and assumes no responsibility for construction controlling, cost, schedule, or responsibility for construction means, methods, materials, equipment, or construction, or for safety, protection and programs in connection with the work. There are no warranties for accuracy or completeness of information or intended in the use of these plans.
- All works to be done shall comply with all applicable codes and regulations.

### STRUCTURAL WOOD FRAMING NOTES

- PERFORM STRUCTURAL WOOD FRAMING AS SHOWN ON THESE DRAWINGS AND AS REQUIRED FOR A COMPLETE INSTALLATION.
- ALL STRUCTURAL WOOD FRAMING SHALL BE PERFORMED IN ACCORDANCE WITH ACCEPTED STANDARDS OF PRACTICE FOR COMMERCIAL CONSTRUCTION IN THIS AREA.
- ALL STRUCTURAL WOOD FRAMING JOINTS SHALL BE PROPERLY JOINTED AND SUPPORTED. USE JOINT HANDERS, METAL CLIPS AND OTHER ACCEPTABLE MEANS OF JOINTING JOINT CONNECTIONS.

### FRAMING NOTES

- ALL FRAMING MATERIAL TO BE 1/2" OR BETTER SOUTHERN PINE.
- ALL WOOD SHALL BE TREATED.
- SPICINGS SHALL BE 2" X 2".
- JOIST SHALL BE 2" X 8" O.C.
- HANDRAILS TO EXTEND 12" AT THE END OF THE STAIRS.

### CONCRETE NOTES

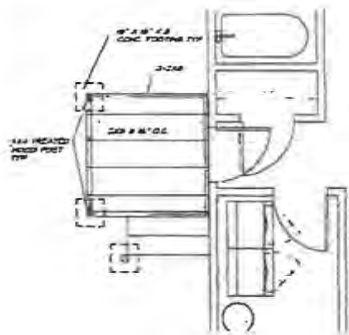
- CONCRETE WORK SHALL CONFORM TO ALL REQUIREMENTS OF AC 308 SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS, EXCEPT AS NOTED BY SUPPLEMENTAL REQUIREMENTS CONTAINED IN THE FOLLOWING NOTES.
- UNLESS OTHERWISE DETAILED ON NOTES, REINFORCING SHALL BE IN ACCORDANCE WITH THE ACI DETAILING MANUAL, 9th EDITION.
- REINFORCING CONCRETE STRENGTH REQUIREMENTS AT 28 DAYS SHALL BE 4,000 PSI. LOCATION OF EACH TYPE OF CONCRETE REQUIRED HEREON PROJECT SHALL BE AS NOTED IN DESIGN DATA.
- SLAB SHALL BE 4" THICK FOR WALLS AND FOOTING AND 5" THICK FOR FLOORS FOR SLAB-ON-GRADE.
- USE AIR-ENHANCED CONCRETE IN EXPOSED CONCRETE. COMPLY WITH THE MANUFACTURER'S RECOMMENDATIONS AND TABLE 3.1 OF ACI 308.
- READY-MIX CONCRETE SHALL BE IN COMPLIANCE WITH REQUIREMENTS OF ASTM C191, AS NOTED AS REQUIRED SPECIFIED.

- CONCRETE AND RELATED MATERIALS
  - PORTLAND CEMENT, ASTM C150, TYPE AS NOTED.
  - NORMAL WEIGHT AGGREGATE, ASTM C29.
  - WATER, POTABLE.
- CONCRETE FORMS SHALL BE RIGID AND PROVIDE A STRAIGHT SMOOTH-FINISHED SURFACE.

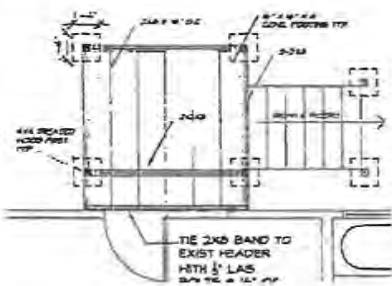
NOTE: ALL JOISTS WILL BE SUPPORTED & BRIDGED WITH A METAL JOIST HANGER.

### GENERAL NOTES:

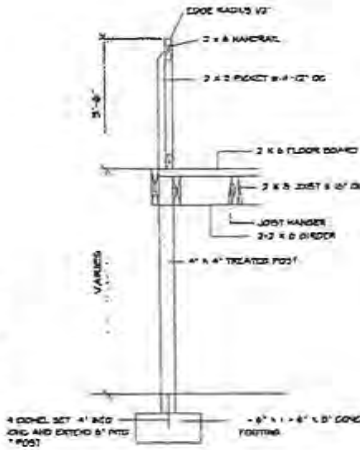
- 2 - 2 X 4 TREATED GIRDER
- USE 2 - 3/8" D BOLTS @ EA POST TO CONNECT GIRDER TO POST
- FOOTINGS TO BE 3000 PSI CONCRETE 1' - 6" X 1' - 6" X 8" DEEP
- POST TO BE 4" X 4" TREATED
- JOISTS TO BE 2 X 8 @ 16" O.C.
- PICKETS 2 X 2 @ 1/2" O.C.



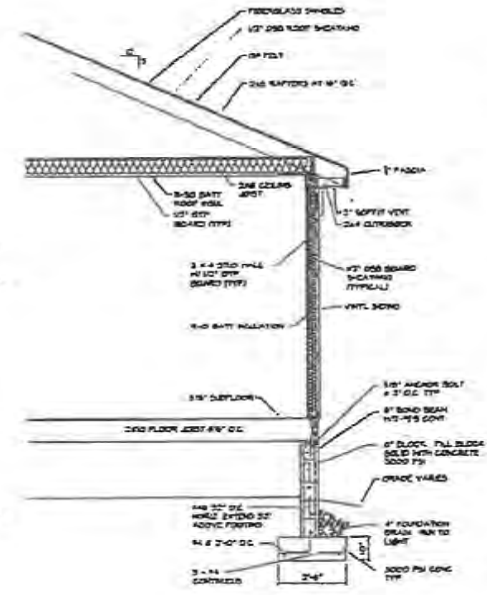
DECK FOUNDATION "B"  
N.T.S.



DECK FOUNDATION "A"  
N.T.S.



DECK DETAIL  
N.T.S.



WALL SECTION  
SCALE: 1/2" = 1'-0"

Revised	Date

Project: A NEW HOME FOR MR. & MRS. MEANS  
Location: NORTH CAROLINA  
Sheet Title: WALL SECTION/DETAILS



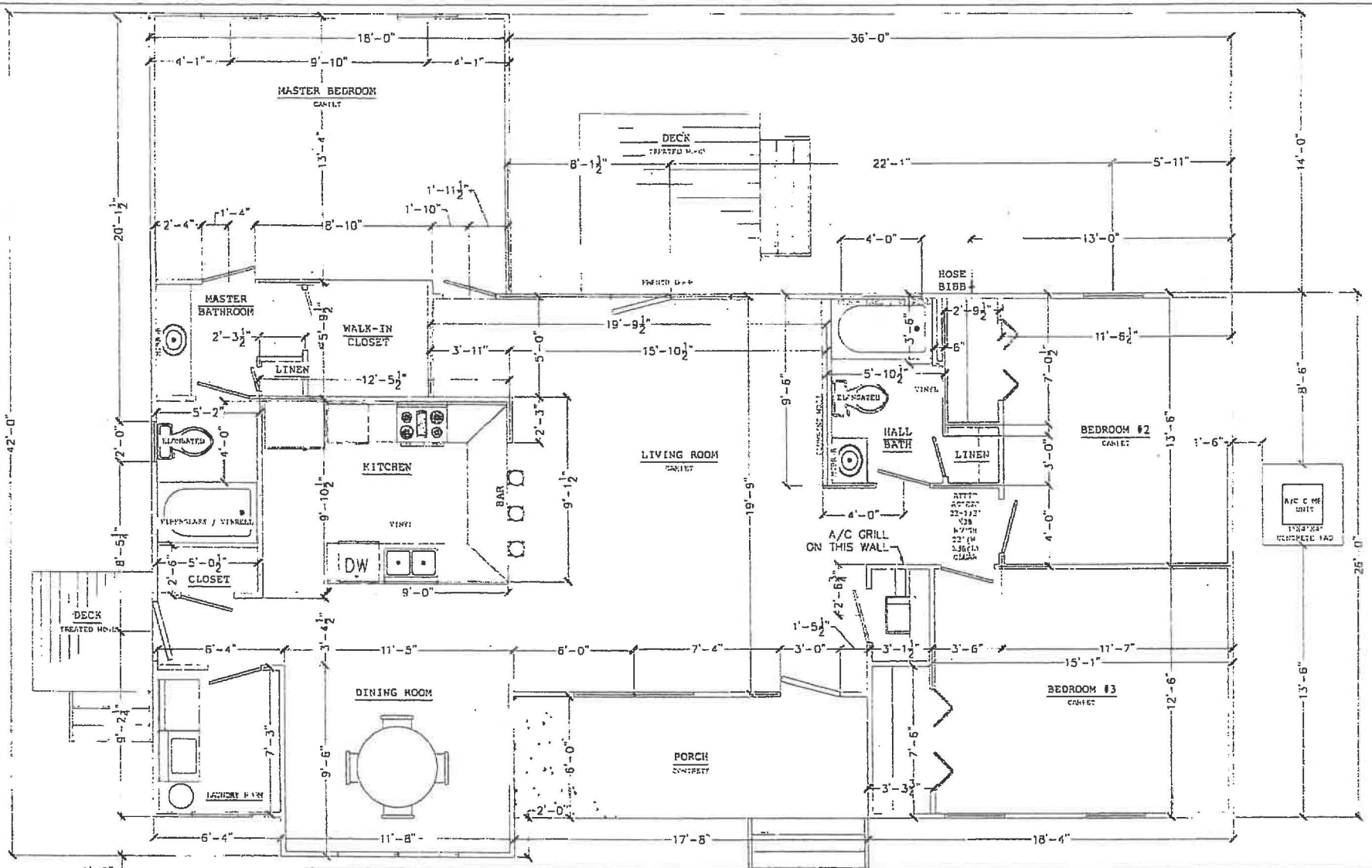
H. DARRELL CARPENTER, AIA  
ARCHITECT  
3011 QUAKER PARK DRIVE  
Charlotte, North Carolina 28205  
704-588-4400  
hdc@hdcarchitect.com

Sheet	100
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A-3

R000299

R000300



NO.	DATE	BY	REVISION

WICKELL'S DRAFTING AND ENGINEERING  
 UNION, SC 29378  
 PHONE: (803) 478-7224

FLOOR PLAN	SHEET: 1 OF 1	DATE
TOUGERIA LEANS HOUSE PROJECT - WESTHUR, SC	DRAWN BY: WAM	5/15/15
PLAINWORTH HOMES WESTHUR STYLE	CHECKED BY: TM	5/20/15
J00109-05-0017	APPROVED BY:	



# A. Settlement Statement (HUD-1)

## B. Type of Loan

1. <input checked="" type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv. Unins.	6. File Number: MEANS-6257	7. Loan Number: [REDACTED]	8. Mortgage Insurance Case Number:
4. <input type="checkbox"/> VA	5. <input type="checkbox"/> Conv. Ins.				

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name and Address of Borrower: Tomekia R. Means 763-A Duckett Avenue Whitmire, SC 29178	E. Name and Address of Seller:	F. Name and Address of Lender: Rural Development United States Department of Agriculture 774-A Wilson Street Chester, SC 29706
G. Property Location: 342 Leaman Avenue Whitmire, SC 29178 Newberry County, South Carolina	H. Settlement Agent: Lisa R. Senn 1309 Hunt Street Newberry, SC 29108 Place of Settlement: 1309 Hunt Street Newberry, SC 29108	I. Settlement Date: January 8, 2016 Ph. (803)276-4964

J. Summary of Borrower's transaction		K. Summary of Seller's transaction	
100. Gross Amount Due from Borrower:		400. Gross Amount Due to Seller:	
101. Contract sales price		401. Contract sales price	
102. Personal property		402. Personal property	
103. Settlement Charges to Borrower (Line 1400)	5,961.38	403.	
104.		404.	
105.		405.	
<b>Adjustments for items paid by Seller in advance</b>		<b>Adjustments for items paid by Seller in advance</b>	
106. City/Town Taxes to		406. City/Town Taxes to	
107. County Taxes 01/01/15 to 12/31/15	38.62	407. County Taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. Gross Amount Due from Borrower	6,000.00	420. Gross Amount Due to Seller	
<b>200. Amounts Paid by or In Behalf of Borrower</b>		<b>500. Reductions in Amount Due Seller:</b>	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)	80,000.00	502. Settlement charges to Seller (Line 1400)	
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff First Mortgage	
205.		505. Payoff Second Mortgage	
206.		506.	
207. Construction Draw	6,000.00	507.	
208.		508.	
209.		509.	
<b>Adjustments for items unpaid by Seller</b>		<b>Adjustments for items unpaid by Seller</b>	
210. City/Town Taxes to		510. City/Town Taxes to	
211. County Taxes to		511. County Taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid by/for Borrower	6,000.00	520. Total Reduction Amount Due Seller	
<b>300. Cash at Settlement from/to Borrower</b>		<b>600. Cash at settlement to/from Seller</b>	
301. Gross amount due from Borrower (line 120)	6,000.00	601. Gross amount due to Seller (line 420)	
302. Less amount paid by/for Borrower (line 220)	(6,000.00)	602. Less reductions due Seller (line 520)	
303. Cash <input type="checkbox"/> From <input type="checkbox"/> To Borrower	0.00	603. Cash <input type="checkbox"/> To <input type="checkbox"/> From Seller	0.00

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)

The undersigned hereby acknowledge receipt of a completed copy of this statement & any attachments referred to herein

Borrower: Tomekia R. Means  
Tomekia R. Means



L. Settlement Charges				Paid From Borrower's Funds at Settlement	Paid From Seller's Funds at Settlement
<b>700. Total Real Estate Broker Fees</b>					
Division of commission (line 700) as follows:					
701. \$	to				
702. \$	to				
703. Commission paid at settlement					
704.					
705.					
<b>800. Items Payable in Connection with Loan</b>					
801. Our origination charge		\$	(from GFE #1)		
802. Your credit or charge (points) for the specific interest rate chosen		\$	(from GFE #2)		
803. Your adjusted origination charges			(from GFE #A)	0.00	
804. Appraisal fee	to Rural Development United States Departmer		(from GFE #3)	425.00	
805. Credit Report	to		(from GFE #3)		
806. Tax service	to Rural Development United States Departmer		(from GFE #3)	105.00	
807. Flood certification	to		(from GFE #3)		
808.			(from GFE #3)		
809.			(from GFE #3)		
810.			(from GFE #3)		
811.			(from GFE #3)		
<b>900. Items Required by Lender to Be Paid in Advance</b>					
901. Daily interest charges from	01/08/16 to 02/01/16	24 @ \$/day	(from GFE #10)		
902. Mortgage insurance premium for	months to		(from GFE #3)		
903. Homeowner's insurance for	1.0 years to Nationwide Insurance		(from GFE #11) P.O.C. §507.53(B)*		
904.			(from GFE #11)		
905.			(from GFE #11)		
<b>1000. Reserves Deposited with Lender</b>					
1001. Initial deposit for your escrow account			(from GFE #9)		
1002. Homeowner's insurance	months @ \$	per month	\$		
1003. Mortgage insurance	months @ \$	per month	\$		
1004. Property taxes			\$		
County Taxes	months @ \$	per month	\$		
1005.			\$		
1006.	months @ \$	per month	\$		
1007.	months @ \$	per month	\$		
1008.			\$		
1009.			\$		
<b>1100. Title Charges</b>					
1101. Title services and lender's title insurance			(from GFE #4)	1,014.00	
1102. Settlement or closing fee	to Lisa R. Senn	\$	879.00		
1103. Owner's title insurance to Chicago Title Insurance Company (SC4291)			(from GFE #5)	324.00	
1104. Lender's title insurance to Chicago Title Insurance Company (SC4291)		\$	100.00		
1105. Lender's title policy limit	\$	80,000.00			
1106. Owner's title policy limit	\$	80,000.00			
1107. Agent's portion of the total title insurance premium	to Lisa R. Senn	\$	254.40		
1108. Underwriter's portion of the total title insurance premium	to Chicago Title Insurance Company (SC42)	\$	169.60		
1109. Closing Protection Letter	to Chicago Title Insurance Company (SC4291)	\$	35.00		
1110.		\$			
1111.		\$			
1112.		\$			
1113.		\$			
<b>1200. Government Recording and Transfer Charges</b>					
1201. Government recording charges	to Newberry County Clerk of Court		(from GFE #7)	13.00	
1202. Deed \$	Mortgage \$ 13.00	Releases \$	Other \$		
1203. Transfer taxes (from GFE #8)					
1204. City/County tax/stamps	\$	\$			
1205. State tax/stamps	\$	\$			
1206. Survey	to Newberry County Clerk of Court			10.00	
1207.					
<b>1300. Additional Settlement Charges</b>					
1301. Required services that you can shop for			(from GFE #6)		
1302. Survey	to Cannon-Davenport Surveying, Inc.	\$		350.00	
1303. Reimburse Costs	to Tomekia Means	\$		2,325.00	
1304. Home Owner's Education—Reimburseme	to Tomekia Means	\$		125.00	
1305. Funds Returned to Lender	to Rural Development United States Depart	\$		1,270.38	
<b>1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)</b>				<b>5,961.38</b>	

\* Paid outside of closing by borrower(B), seller(S), lender(L), or third-party(T)  
 By signing page 1 of this statement, the signatories acknowledge receipt of a completed copy of page 2 & 3 of this three page statement.

  
 Lisa R. Senn, Settlement Agent

**HUD-1 Attachment**

**Borrower(s):** Tomekia R. Means  
 763-A Duckett Avenue  
 Whitmire, SC 29178

**Lender:** Rural Development United States Department of Agriculture

**Settlement Agent:** Lisa R. Senn  
 (803)276-4964

**Place of Settlement:** 1309 Hunt Street  
 Newberry, SC 29108

**Settlement Date:** January 8, 2016

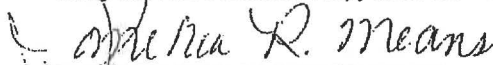
**Property Location:** 342 Leaman Avenue  
 Whitmire, SC 29178  
 Newberry County, South Carolina

Title Services and Lender's Title Insurance Details	BORROWER	SELLER
Courier Fee	25.00	
to Lisa R. Senn		
Admin Fee	50.00	
to Lisa R. Senn		
Title Binder	150.00	
to Lisa R. Senn		
Attorney Fee	500.00	
to Lisa R. Senn		
Title Search	154.00	
to Lisa R. Senn		
Lender's title insurance	100.00	
to Chicago Title Insurance Company (SC4291)		
Closing Protection Letter	35.00	
to Chicago Title Insurance Company (SC4291)		
<b>Total</b>	<b>\$ 1,014.00</b>	<b>\$ 0.00</b>

Owner's Title Insurance	BORROWER	SELLER
Owner's Policy Premium	324.00	
to Chicago Title Insurance Company (SC4291)		
<b>Total</b>	<b>\$ 324.00</b>	<b>\$ 0.00</b>

Lender's Title Insurance	BORROWER	SELLER
<small>*fees also shown above in Title Services and Lender's Title Insurance Details</small>		
Lender's Policy Premium	100.00	
to Chicago Title Insurance Company (SC4291)		
<b>Total</b>	<b>\$ 100.00</b>	<b>\$ 0.00</b>

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the HUD-1 Settlement Statement.

  
 Tomekia R. Means

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Account #

**SUBSIDY REPAYMENT AGREEMENT**

Only one agreement should be executed by the subject borrower for the subject property. The agreement is completed at the closing of the first Agency loan to the borrower regardless of whether or not they qualify for payment assistance at that time.

1. As required under section 521 of the Housing Act of 1949 (42 U.S.C. 1490a), subsidy received in accordance with a loan under section 502 of the Housing Act of 1949 is repayable to the Government upon the disposition or nonoccupancy of the security property. Deferred mortgage payments are included as subsidy under this agreement.

2. When the borrower transfers title or fails to occupy the home, recapture is due. This includes, but is not limited to, events of foreclosure and deeds in lieu of foreclosure. If the borrower refinances or otherwise pays in full without transfer of title and continues to occupy the property, the amount of recapture will be calculated, but payment of recapture can be deferred, interest free, until the property is subsequently sold or vacated. If deferred, the Government mortgage can be subordinated but will not be released nor the promissory note satisfied until Government is paid in full. In situations where deferral of recapture is an option, recapture will be discounted 25% if paid in full at time of settlement or in a timely manner after Agency notification to the borrower that recapture is due.

3. Amount of Recapture Due

a. Except as provided in paragraph 4, the amount of recapture due is the LESSER of either the amount of subsidy received, or the Portion of Value Appreciation subject to recapture as calculated under this paragraph.

b. The Portion of Value Appreciation subject to recapture is calculated as follows:

Current market value (see paragraph 3(c))

LESS

Original amount of prior liens and subordinate affordable housing products (see paragraph 3(d)),

Balance to be paid off on RHS loans (see paragraph 3(e)),

Reasonable settlement costs (see paragraph 3(f)),

According to the Paperwork Reduction Act of 1995, no person are required to respond to a collection of information unless it display a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



R000304

Principal reduction at note rate (see paragraph 3 (g)),

Original equity (see paragraph 3 (h)), and

Capital improvements (see paragraph 3(i)).

#### EQUALS

Value appreciation (If this is a positive value, continue. If this is a negative value or "\$0", there is no recapture due.)

#### TIMES

Percentage of outstanding balance of open loans, if applicable (see paragraph 3(j)),

Recapture percentage (see paragraph 3(k)), and

Return on borrower's original equity (see paragraph 3(l)).

#### EQUALS

Portion of value Appreciation subject to recapture.

- c. Current market value is the market value of the property at the time of the loan pay off, and is determined by an appraisal meeting Agency standards or an arm's length sales contract provided by the borrower upon Agency request.
- d. The original amount of prior liens and subordinate affordable housing products is the total of all liens against the property at the time the loan is approved.
- e. The balance to be paid off on RHS loans is the unpaid balance at the time of loan payoff, including principal, interest, fees, negative escrow, and protective advances.
- f. Reasonable settlement cost are those which are currently reasonable and customary in the area, and documented by a good faith estimate by the lender or an estimate provided by the closing agent.
- g. Principal reduction at note rate is the amount of RHS loan principal paid by the borrower to date. This does not include principal payments that are attributed to the payment assistance subsidy.
- h. Original equity is the market value of the property LESS prior liens, subordinate affordable housing products and Rural Housing Single Family Housing loans when the original RHS loan was made. Market value at the time of loan approval generally is the LESSER of the: (1) sales price, construction/rehabilitation cost, or total of these costs, whichever is applicable; OR (2) appraised value at the time of loan approval. For Self-Help loans, the market value is the appraised value as determined at the time of loan approval/obligation, which is subject to completion per plans and specifications. If the house is not ultimately finished under the Self-Help program, an amended agreement using the market value definition in this paragraph must be used. If the applicant owns the building site free and clear, or if an existing non-Agency debt on the site without a dwelling will not be refinanced with Agency funds, the market value at the time of loan approval will be the lower of the appraised value or the construction cost plus the value of the site.

Market value at the time of original loan approval for the property located at:

342 Leaman Ave

Whitmire, SC 29178

\$ 87,000.00

LESS prior liens

\$ \_\_\_\_\_ Held by \_\_\_\_\_

\$ \_\_\_\_\_ Held by \_\_\_\_\_

LESS subordinate affordable housing products

\$ \_\_\_\_\_ Held by \_\_\_\_\_

\$ \_\_\_\_\_ Held by \_\_\_\_\_

LESS Rural Development Single Family Housing Loans \$ 80,000.00

EQUALS original equity (If negative number, use "0") \$ 7,000.00

DIVIDE original equity by market value for  
percentage of original equity

8.04597 %

- i. Capital improvements are additions made to the property after the original RHS loan was made that add value above and beyond repairs necessary to maintain the property and keep it in good condition. The value of a capital improvement is determined by an appraisal, either obtained by the Agency or provided by the borrower upon Agency request, based on the change in the property's value attributable to the improvement. The cost of making the improvement will not be considered when making assessment.
- j. Percentage of outstanding balance of open loans applies if all loans are not subject to recapture, or if all loans subject to recapture are not being paid in full. To calculate the percentage of outstanding balance of open loans subject to recapture, divided the balance of RHS loans subject to recapture that are being paid by the balance of all open loans. Multiply the result by 100 to determine the percentage of the outstanding balance of open loans being paid.
- k. Recapture percentage is determined by the number of months the oldest loan subject to recapture has been outstanding and the average subsidized interest rate paid over the years. For example, in the chart below, if the oldest loan subject to recapture has been outstanding for 70 months and the average interest rate paid is 2.5%, the recapture percentage is .50.

months loan outstanding	Average interest rate paid							
	1 %	1.1	2.1	3.1	4.1	5.1	6.1	>7%
0 - 59	.50	.50	.50	.50	.44	.32	.22	.11
60 - 119	.50	.50	.50	.49	.42	.31	.21	.11
120 - 179	.50	.50	.50	.48	.40	.30	.20	.10
180 - 239	.50	.50	.49	.42	.36	.26	.18	.09
240 - 299	.50	.50	.46	.38	.33	.24	.17	.09
300 - 359	.50	.45	.40	.34	.29	.21	.14	.09
360 & up	.47	.40	.36	.31	.26	.19	.13	.09

I. Return on borrower's equity is the difference between 100 percent and the percentage of borrower's original equity.

4. Foreclosure and Deed in Lieu. In case of foreclosure or deed-in-lieu of foreclosure (voluntary conveyance) to the Government, the amount of recapture due shall equal the total amount of subsidy received. Such amount will be recoverable from the security property only, not as a personal liability of the borrower.

5. The Direct Single Family Housing Loan Program is administered under regulations at 7 C.F.R. part 3550. This agreement is subject to those regulations as well as any future amendments and successor regulations not inconsistent with this agreement.

Borrower agrees to pay recapture in accordance with this agreement.

Borrower Tomekia Means	Date 01-08-2016
Borrower <i>Tomekia Means</i>	Date 01-08-2016

WAB

201600030717  
Filed for Record in  
NEWBERRY COUNTY, SC  
JACKIE S. BOWERS, CLERK OF COURT  
01-14-2016 At 04:31 PM.  
MORTGAGE 13.00  
DR Book 1869 Page 118 - 124

Form RD 3550-14 SC  
(Rev. 02-06)

(Space Above This Line For Recording Date)

Form Approved  
OMB No. 0575-0172

United States Department of Agriculture  
Rural Housing Service

**MORTGAGE FOR SOUTH CAROLINA**

THIS MORTGAGE ("Security Instrument") is made on January 8, 2015, [Date]

The mortgagor is Tomekia Means ("Borrower").

This Security Instrument is given to the United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture ("Lender"), whose address is Rural Housing Service, c/o Centralized Servicing Center, United States Department of Agriculture, P.O. Box 66889, St. Louis, Missouri 63166.

Borrower is indebted to Lender under the following promissory notes and/or assumption agreements (herein collectively called "Note") which have been executed or assumed by Borrower and which provide for monthly payments, with the full debt, if not paid earlier, due and payable on the maturity date:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Maturity Date</u>
01/08/16	\$80,000.00	01/08/49

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the property covered by this Security Instrument; (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note, and (d) the recapture of any payment assistance and subsidy which may be granted to the Borrower by the Lender pursuant to 42 U.S.C. §§ 1472(g) or 1490a. For this purpose, Borrower does hereby mortgage, grant and convey to Lender and Lender's successors and assigns the following described property located in the County of Newberry, State of South Carolina:

See Exhibit A attached hereto for property description

which has the address of 342 Leaman Avenue Whitmire, South Carolina  
[Street] [City] [ZIP]  
("Property Address"); 29178

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures which now or hereafter are a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*



BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; and (d) yearly flood insurance premiums, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law or federal regulation that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held by a federal agency (including Lender) or in an institution whose deposits are insured by a federal agency, instrumentality, or entity. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If Lender shall acquire or sell the Property after acceleration under paragraph 22, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law or Lender's regulations provide otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied in the following order of priority: (1) to advances for the preservation or protection of the Property or enforcement of this lien; (2) to accrued interest due under the Note; (3) to principal due under the Note; (4) to amounts required for the escrow items under paragraph 2; (5) to late charges and other fees and charges.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Lender has agreed in writing to such lien or Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of

the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within ten (10) days of the giving of notice.

Borrower shall pay to Lender such fees and other charges as may now or hereafter be required by regulations of Lender, and pay or reimburse Lender for all of Lender's fees, costs, and expenses in connection with any full or partial release or subordination of this instrument or any other transaction affecting the property.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurer providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, at Lender's option Lender may obtain coverage to protect Lender's rights in the Property pursuant to paragraph 7.

All insurance policies and renewals shall be in a form acceptable to Lender and shall include a standard mortgagee clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within thirty (30) days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The thirty (30) day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If after acceleration the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Preservation, Maintenance, and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall maintain the improvements in good repair and make repairs required by Lender. Borrower shall comply with all laws, ordinances, and regulations affecting the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender is not required to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Refinancing.** If at any time it shall appear to Lender that Borrower may be able to obtain a loan from a responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes, Borrower will, upon the Lender's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby in full.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall

give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured hereby immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within thirty (30) days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower and any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 16. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable. This instrument shall be subject to the present regulations of Lender, and to its future regulations not inconsistent with the express provisions hereof. All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

15. **Borrower's Copy.** Borrower acknowledges receipt of one conformed copy of the Note and of this Security Instrument.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is leased for a term greater than three (3) years, leased with an option to purchase, sold, or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument.

17. **Nondiscrimination.** If Borrower intends to sell or rent the Property or any part of it and has obtained Lender's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower, will refuse to negotiate for the sale or rental of the Property or will otherwise make unavailable or deny the Property to anyone because of race, color, religion, sex, national origin, disability, age, or familial status, and (b) Borrower recognizes as illegal and hereby disclaims and will not comply with or attempt to enforce any restrictive covenants on dwelling relating to race, color, religion, sex, national

origin, disability, age or familial status.

18. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made.

19. **Uniform Federal Non-Judicial Foreclosure.** If a uniform federal non-judicial foreclosure law applicable to foreclosure of this security instrument is enacted, Lender shall have the option to foreclose this instrument in accordance with such federal procedure.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any hazardous substances on or in the Property. The preceding sentence shall not apply to the presence, use, or storage on the Property of small quantities of hazardous substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any federal, state, or local environmental law or regulation.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any hazardous substance or environmental law or regulation of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any hazardous substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with applicable environmental law and regulations.

As used in this paragraph "hazardous substances" are those substances defined as toxic or hazardous substances by environmental law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph, "environmental law" means federal laws and regulations and laws and regulations of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

21. **Cross Collateralization.** Default hereunder shall constitute default under any other real estate security instrument held by Lender and executed or assumed by Borrower, and default under any other such security instrument shall constitute default hereunder.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

22. **SHOULD DEFAULT** occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, Lender, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to Lender hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the Property, (c) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the Property, with the usual powers of receivers in like cases, (d) foreclose this instrument as provided herein or by law, and (e) enforce any and all other rights and remedies provided herein or by present or future laws:

23. The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to Lender secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at Lender's option, any other indebtedness of Borrower owing to by Lender, and (f) any balance to Borrower. At foreclosure or other sale of all or any part of the Property, Lender and its agents may bid and purchase as a stranger and may pay Lender's share of the purchase price by crediting such amount on any debts of Borrower owing to Lender, in the order prescribed above.

24. Borrower agrees that Lender will not be bound by any present or future state laws, (a) providing for valuation, appraisal, homestead or exemption of the Property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action may be brought, (c) prescribing any other statute of limitations, (d) allowing any rights of redemption or possession following any foreclosure sale, or (e) limiting the conditions which Lender may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the Property to a new Borrower. Borrower expressly waives the benefit of any such state law. Borrower hereby relinquishes, waives, and conveys all rights, inchoate or consummate, of descent and dower.

25. **Future Advances.** The lien of this Security Instrument shall secure the existing indebtedness under the Note and any future advances made under this Security Instrument up to one hundred fifty percent (150%) of the original principal amount of the Note plus interest thereon, attorneys' fees, and court costs.

26. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box]

Condominium Rider  Planned Unit Development Rider  Other(s) [specify]

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in pages 1 through 6 of this Security Instrument and in any rider executed by Borrower and recorded with this Security Instrument

Signed, sealed, and delivered in the presence of:

[Signature]  
Witness

[Signature] (Seal)  
Borrower

[Signature]  
Witness

\_\_\_\_\_  
Borrower

AFFIDAVIT OF SUBSCRIBING WITNESS

STATE OF SOUTH CAROLINA

COUNTY OF Newberry

} ss:

Before me Lisa R. Senn, a Notary Public of South Carolina, personally appeared Patricia G. MacDonald and made oath that she saw the within named Tomekia Means sign, seal and as her act and deed, deliver the within written mortgage for the uses and purposes therein mentioned, and that she with Lisa R. Senn witnessed the execution thereof, and subscribed their names as witnesses thereto.

SWORN to and subscribed before me this 8th day of January, 2016.

[Signature]  
Notary Public

[Signature]  
Witness

My commission expires 01/16/2024

EXHIBIT A

All that piece, parcel or lot of land, with improvements thereon, lying and being situate in the Town of Whitmire, County of Newberry, State of South Carolina, being more particularly described on a survey prepared for "Tomekia R. Means" by Cannon- Davenport Surveying, Inc., dated December 7, 2015 and recorded in the office of the Clerk of Court for Newberry County on Jan 14, 2016, in Plat Book 153, at page 5, said lot being designated as Lot 50, measuring 0.11 acre, and bounded as follows: on the Northwest by lands now or formerly of Raymond C. Ellison for a distance of 65.0 feet; on the Northeast by right-of-way of Slayton Street for a distance of 72.50 feet; on the Southeast by right-of-way of Leaman Avenue for a distance of 65.01 feet; and on the Southwest by property now or formerly of Timothy Carroll for a distance of 71.50 feet.

This being the identical property conveyed to Charles R. Means and Tomekia R. Means by deed of Gary C. Crase, Jr., recorded March 2, 2004 in the office of the Clerk of Court for Newberry County in Book 935, at page 203. Thereafter, Charles R. Means conveyed his one-half interest in said property to Tomekia R. Means by deed recorded August 10, 2009 in the office of the Clerk of Court for Newberry County in Book 1449, at page 259.

TMS #313-1-6-4

INSPECTION REPORT

STATE SC

FOR Tomekia Means

COUNTY Newberry

ADDRESS 342 Leaman Ave., Whitmire

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
504 Construction	50%		

PERIODIC INSPECTION

Date & No. of previous inspection: \_\_\_\_\_

This inspection is Number 1

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

(See attached sheets for additional comments)

DATE 02-10-2016 SIGNED \_\_\_\_\_

*Melvin May*

Indicate whether:  Agency Representative, or  Contractor

FINAL INSPECTION

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) \_\_\_\_\_ Builder's Warranty is dated \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Borrower

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



## GUIDE FOR INSPECTION OF CONSTRUCTION OF DWELLINGS AND BUILDINGS

Notices, Labor and Occupancy Observations.

- Yes    NO   -   The required posters displayed?  
 Yes    NO   -   The facilities segregated?  
 Yes    NO   -   Any evidence of employment discrimination?

**GENERAL.** - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

**EXCAVATION.** - Earth bearing. Footing depths. Frost lines. Grades specified

**CONCRETE AND MASONRY.** - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain tile. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection. Masonry veneer. Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning. Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

**CARPENTRY MATERIALS.** - Species and grade of lumber, moisture content. Shims. Preservatives.

**FRAMING.** - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

**EXTERIOR WALL FINISH.** -Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco.

**ROOF COVERING.** - Conditions of deck, underlay, starting course, exposure, nailing.

**INSULATION.** - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

**FLASHING AND CAULKING.** - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

**PLUMBING.** - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut-off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

**HEATING.** - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

**GAS (Liquefied Petroleum).** - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

**ELECTRICAL.** - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

**DRYWALL.** - Joints, sanding, filling, taping.

**GLAZING.** - Quality of glass, putty, application.

**LATHING AND PLASTERING.** - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

**MISCELLANEOUS METALWORK.** - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

**MILLWORK.** - Trim, cabinets, windows and doors, thresholds.

**WEATHER STRIPPING.** - Seal, joints (tight and smooth).

**FINISH FLOORS.** - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

**SCREENING.** - Screen cloth, tightness, fit, operation, identification tags; paint splashes.

**HARDWARE.** - Materials, workmanship, operation, keys.

**LIGHTING FIXTURES.** - Type, bulbs (light, clean).

**PAINTING AND DECORATING.** - Surface preparation, washable materials, lead content, application (suitable weather), nail heads.

**BACKFILLING.** - Around masonry, around trees. Finish grade 8 inches below wood.

**LANDSCAPING.** - Planting, seeding, finish grades.

**FINAL.** - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

### WATER SUPPLY

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frost proof. Capacity of pressure tank.

### SEWAGE DISPOSAL

Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank, Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

RD 1924-12  
REVERSE

R000316

**INSPECTION REPORT**

STATE SC

FOR Tomekia Means

COUNTY Newberry

ADDRESS 342 Leaman Ave., Whitmire

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
New construction	75%		

**PERIODIC INSPECTION**

Date & No. of previous inspection: 2-10-16 1

This inspection is Number 2

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

(See attached sheets for additional comments)

DATE 3-28-16 SIGNED [Signature]

Indicate whether:  Agency Representative, or  Contractor

**FINAL INSPECTION**

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) \_\_\_\_\_ Builder's Warranty is dated \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Borrower

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



## GUIDE FOR INSPECTION OF CONSTRUCTION OF DWELLINGS AND BUILDINGS

### Notices, Labor and Occupancy Observations.

- Yes     NO    - The required posters displayed?  
 Yes     NO    - The facilities segregated?  
 Yes     NO    - Any evidence of employment discrimination?

**GENERAL.** - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

**EXCAVATION.** - Earth bearing. Footing depths. Frost lines. Grades specified.

**CONCRETE AND MASONRY.** - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain tile. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection, Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning, Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

**CARPENTRY MATERIALS.** - Species and grade of lumber, moisture content. Shims. Preservatives.

**FRAMING.** - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

**EXTERIOR WALL FINISH.** -Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco.

**ROOF COVERING.** - Conditions of deck, underlay, starting course, exposure, nailing.

**INSULATION.** - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

**FLASHING AND CAULKING.** - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

**PLUMBING.** - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut-off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

**HEATING.** - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

**GAS (Liquefied Petroleum).** - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

**ELECTRICAL.** - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

**DRYWALL.** - Joints, sanding, filling, taping.

**GLAZING.** - Quality of glass, putty, application.

**LATHING AND PLASTERING.** - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

**MISCELLANEOUS METALWORK.** - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

**MILLWORK.** - Trim, cabinets, windows and doors, thresholds.

**WEATHER STRIPPING.** - Seal, joints (tight and smooth).

**FINISH FLOORS.** - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

**SCREENING.** - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

**HARDWARE.** - Materials, workmanship, operation, keys.

**LIGHTING FIXTURES.** - Type, bulbs (light, clean).

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**BACKFILLING.** - Around masonry, around trees. Finish grade 8 inches below wood.

**LANDSCAPING.** - Planting, seeding, finish grades.

**FINAL.** - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

### WATER SUPPLY

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frost proof. Capacity of pressure tank.

### SEWAGE DISPOSAL

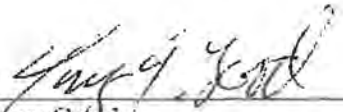
Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank, Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

Date: 3-28-16

Tomekia Means  
342 Leaman Ave.  
Whitmire, SC 29178

As of the above date, I owe \$ — 0 — for materials and labor procured under the contract for construction of a dwelling financed by Rural Development.

Also, I acknowledge receipt of US Treasury check #4030-55955419 in the amount of \$11,100.00. This represents payment for the 75% inspection.

  
\_\_\_\_\_  
Tony Good  
2408 Carlisle Whitmire Highway  
Carlisle, SC 29031

cc: Rural Development

*This is a requirement of Form FmHA 1924-6, "Construction Contract", (c)(2).*



**INSPECTION REPORT**  
Agency internal use only

ADDRESS: Tomekia Means - 342 Leaman Ave., Whitmire  
STATE: SC  
COUNTY: Newberry

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
New Construction	100%		

**PERIODIC INSPECTION**

Date & No. of previous inspection: 03-28-2016 2

This inspection is Number: 3

The Agency will make final inspection of all development work and periodic inspections as appropriate to protect the security interest of the U.S. government. However, the Borrower or its representative is responsible for making inspections necessary to protect the Borrower's interests, and complying with State codes and any federal, state, or local requirements. The Borrower must not rely on this Inspection Report as assurance that the structures and/or infrastructure are built in accordance with plans, specifications, and applicable codes and requirements. This form is used for the benefit of the U.S. government, to provide general statements regarding any significant conditions observed related to the work, evaluate the progress of the work, and evaluate the status of any deficiencies previously reported.

Homeowner has multiple concerns which all appear to be cosmetic. The county has issued the certificate of occupancy. We consider the home to be 100% complete.  
(See attached sheets for additional comments)

DATE 10-21-16

SIGNED [Signature]  
Agency Representative

**FINAL INSPECTION**

For the purposes set forth in 7 C.F.R. 1924 subpart A, 7 C.F.R. 1780 and 7 C.F.R. 1942 subpart A, the above listed items of development shown as 100% complete have been certified by the construction contractor as completed in accordance with the contract documents. Health Department and/or other regulatory agency approval has been given for water and waste disposal systems.

on (date) N/A . Builder's Warranty is dated Borrower will not sign

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



GUIDE FOR INSPECTION OF CONSTRUCTION OF  
DWELLINGS AND BUILDINGS

Agency Internal Use Only

Notices, Labor and Occupancy Observations.

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> NO            | - The required posters displayed?            |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> NO | - The facilities segregated?                 |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> NO | - Any evidence of employment discrimination? |

**GENERAL.** - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

**EXCAVATION.** - Earth bearing. Footing depths. Frost lines. Grades specified.

**CONCRETE AND MASONRY.** - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain tile. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection. Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning. Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

**CARPENTRY MATERIALS.** - Species and grade of lumber, moisture content. Shims. Preservatives.

**FRAMING.** - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

**EXTERIOR WALL FINISH.** - Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco. -

**ROOF COVERING.** - Conditions of deck, underlay, starting course, exposure, nailing.

**INSULATION.** - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

**FLASHING AND CAULKING.** - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

**PLUMBING.** - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut-off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

**HEATING.** - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

**GAS (Liquefied Petroleum).** - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

**ELECTRICAL.** - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

**DRYWALL.** - Joints, sanding, filling, taping.

**GLAZING.** - Quality of glass, putty, application.

**LATHING AND PLASTERING.** - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

**MISCELLANEOUS METAL WORK.** - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

**MILLWORK.** - Trim, cabinets, windows and doors, thresholds.

**WEATHER STRIPPING.** - Seal, joints (tight and smooth).

**FINISH FLOORS.** - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

**SCREENING.** - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

**HARDWARE.** - Materials, workmanship, operation, keys.

**LIGHTING FIXTURES.** - Type, bulbs (light, clean).

**PAINTING AND DECORATING.** - Surface preparation, washable materials, lead content, application (suitable weather), nailheads.

**BACKFILLING.** - Around masonry, around trees. Finish grade 8 inches below wood.

**LANDSCAPING.** - Planting, seeding, finish grades.

**FINAL.** - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

**WATER SUPPLY**

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frostproof. Capacity of pressure tank.

**SEWAGE DISPOSAL**

Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank. Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

RD 1924-12  
REVERSE

R000321

**Mays, Melissa - RD, Chester, SC**

---

**From:** Means, Tomekia <Tomekia.Means@dss.sc.gov>  
**Sent:** Wednesday, August 24, 2016 5:03 PM  
**To:** Mays, Melissa - RD, Chester, SC  
**Attachments:** PUNCH LIST.docx

Tomekia R.Means  
SNAP Eligibility Case Worker  
South Carolina Department of Social Services  
Laurens County Department of Social Services  
Physical: 93 Human Services Road, Clinton, South Carolina 29325  
Mailing: Post Office Box 409, Laurens, South Carolina 29360

[Tomekia.means@dss.sc.gov](mailto:Tomekia.means@dss.sc.gov)

Office: (864)547-8077

Fax: (864)833-1681

Disclaimer: *Please do not use this e-mail address to report child or adult abuse and neglect. The abuse/neglect hotline number for your county is located on the SCDSS home web page at [www.dss.sc.gov](http://www.dss.sc.gov). For emergencies, please contact your local law enforcement office.*



R000322

RECEIVED

AUG 25 2016

PUNCH LIST

DIMPLES ARE PRESENT WITH WHITE COVERING ON BOXING AT THE TOP OF ~~HOBBES~~ ~~HOBBES~~ WAVY  
RAILING ON FRONT PORCH RAILING, DAMAGED AND RAILINGS ARE TOO FAR AWAY FROM STEPS  
DOORKNOB ON FRONT DOOR IS NOT SECURED; NO DEADBOLT PRESENT; AT THE TOP OF DOOR CAN SEE  
DAYLIGHT

ALL CLOSET DOOR ARE IMPROPERLY FITTED FROM TOP TO BOTTON AND SIDES

CEILING IN LIVING ROOM ABLE TO SEE EACH PIECE OF SHEETROCK AND TAPING, ESPECIALLY AT NIGHT,  
WALLS AND PAINTING ARE UNEVEN AND ARE NOT SQUARED.

WALL OUTLETS NOR LIGHT SWITCHES IN ALL ROOMS ARE NOT FLESH AGAINST THE WALL

REAR DOOR TO PATIO, DEADBOLT (I'M UNABLE TO LOCK; SOMEONE WITH STRONGER HANDS MAY BE).

BEDROOM FACING ROAD: TAPING AND NAIL POPS ARE VISIBLE ALONG THE WALLS AND CEILINGS,  
AROUND LIGHT SWITCH, CRACKS

BEDROOM ADJACENT: DOOR NOT PROPERLY FITTED AND HESITANT IN CLOSING, CARPET IN CLOSET  
SEAMS ARE SHOWING, NAIL POPS ARE VISIBLE IN SHEETROCK ON CEILING AND ALONG WALLS; AROUND  
LIGHT SWITCH, CRACKS

HALLWAY BATHROOM: TAPING VISIBLE ON WALL NEAR BATHTUB AND CLOSET SHELVES ARE UNEVEN  
AND APPEARS TO BE SCRAP WOOD PIECES AND TOLIET APPEARING TO STAIN

LIVING ROOM WALLS: NAIL INDENTIONS AND EXCESSIVE MUD AROUND LIGHT SWITCHES CAUSING  
PLATES TO NOT LAY FLESH AGAINST WALL AND WALL OUTLETS

KITCHEN COUNTERTOP UNEVEN IN AND AT JOINTS RAISED AND NOT MEETING PROPERLY; NAIL  
PROTRUDING FROM UNDERNEATH COUNTERTOP CLOSE TO THE BACK DOOR ABOVE LAZY SUE.

CABINETS HAVE AN OVERHANG; HOWEVER, AGREED TO TRIM TO HID ERROR (NOT AS AGREED)

SHELVES IN PANTRY SCRAP WOOD AND LIGHT SWITCH ON SAME WALL CRACKED AND OPPOSITE WALL IS  
EXCESSIVELY CAULKED AND FILTHY

BACKDOOR STICKS AND HAVE TO DOUBLE CHECK MAKE SURE IT IS CLOSED. APPEARS TO BE CLOSED  
WHEN LOCKED, CAN BE OPENED WHEN PULLED,

EXCESSIVE CAULKING AROUND ELECTRICAL BOX AND NOT FLESH AGAINST WALL, SCRAP WOOD USED AS  
SHELVES AND A VISIBLE HOLE IS PRESENT BEHING COVER ON WALL UNDER SHELF.

MASTER BEDROOM: IN CEILING A PIECE OF SHEETROCK AND TAPING IS VISIBLE, EXCESSIVE MUD IS  
PRESENT IN SOME AREAS ON THE WALLS AND NOT PROPERLY SANDED.

VANITY TOP NOT FASTENED AND KNOBS ARE NOT PRESENT, BOTTOM DRAWER UNABLE TO OPEN

WALL IN BATHROOM APPEARS TO CAVE

CLOSET SHELVES ARE SCRAP WOOD

R000323

ATTIC ACCESS PRESENT IN WALK-IN CLOSET, NOT FLESHED

TOILET BOWL HEAVILY STAINED

WALLS AND CEILINGS IN AREA ARE NOT PROPERLY TRIMMED OUT

BORED HOLES IN ROOF OF HOME WITH CONSENT FOR AN OVERHEAD TO TRANSFORMER.

GROUND STUBS REMAIN IN GROUND UNCOVERED.

MR. TONY GOOD FALSIFIED CONTRACT AMOUNT ON HIS PERMIT APPLICATION WITH NEWBERRY COUNTY INSPECTION DIVISION. QUOTED \$42, 000.00 ON APPLICATION AND ACTUAL CONTRACT IS \$74,000. BETWEEN TOMEKIA MEANS AND MR. GOOD THROUGH USDA-RURAL HOUSING.

STOP WORK ORDER ISSUED AUGUST 24, 2016 BY RON POWELL AND CAN BE CONTACTED (803)321-2662.

Same yard as previous

- 1) Front of house
- at top of house white covering wavy
  - stairway railing damaged
  - bottom of railing at front of porch at base, a piece missing
  - repair yard from digging
  - front door needs deadbolt, peephole and change doorknob

- 2) Front room
- Wall outlets; covers not flush
  - Trims unfinished - ceiling & wall
  - Wall closest (adjacent to patio door has large nail indentation at the bottom of the wall)
  - Closet door too small and not level
  - shelves + painting
  - painting uneven

- 3) Children's bathroom
- mirror too low
  - Closet shelves - uneven boards
  - painting uneven

- 5) Culan's room
- trim work
  - moth trapped under recessed light
  - carpet patched together in closet
  - door frame on closet half painted
  - shelves
  - missing dimmer

- 4) Ursula's room
- walls to street painting streaking over outlets
  - over closet door; wall caulked excessively and paint is missing above closet door
  - shelves
  - missing dimmer for recessed lights
  - trim work



X Duke Power can run about bottom step; line above and rework

6) Kitchen - \*broken switch plate at back door close ↓

- Ceiling about to see <sup>Kitchen</sup> spot painting
- counter top - cut wrong & botched
- drawer holes drilled in wrong place about to still see
- counter table between refrigerator & stove not mounted
- pantry shelves
- outlets crooked not flush against wall
- Lazy sue near stove area - half turns

• Laundry room

shelves

wall where panel sets gap near box

need painting; wall dirty

base boards dirty

7) Master bedroom

wall to the head of room bulging

- wall adjacent half sanded down

- and around light switch; dimmer missing

sink not mounted in bathroom

door too short on linen closet & used

wood around closet frame inside unpainted

ceiling in master bathroom needing painting

window sill behind toilet damaged (just might be dirty)

any thing else you may see

NEWBERRY COUNTY DEPT. OF PLANNING & DEVEL. SVCS.  
INSPECTION REQUEST

PLAINTIFF'S EXHIBIT  
15 Mays  
2-28-19 JB

Permit #: 1600071

Inspection Type: Final

Type: Renovations

Request Date: 8-31-16

Location: 342 Latham Ave

District: \_\_\_\_\_

Contractor: Tony Good

Insp. ID: \_\_\_\_\_

Date Inspection Desired: 9/1/16

Time Inspection Desired: \_\_\_\_\_

INSPECTION RESULTS

Inspection or Re-Inspection: \_\_\_\_\_ Inspection Date: 1/1

Comments: 863-426-1721

RESULTS OF INSPECTION

Pass  Correction

IF CORRECTION IS REQUIRED

Reinspection Required?

Reinspection Fee Required?

C.O. DUE

*Ra Powell*

AMOUNT DUE \$ 25.00

ADDITIONAL NOTES

- ① Address numbers
- ② The kitchen countertop receptacles do not meet minimum code requirements (spacing & gfci protection)
- ③ The range receptacle & wiring should be a four wire circuit.
- ④ The hallway bathroom receptacle is wired incorrectly.
- ⑤ The exhaust fan switch in the master bath is upside down.
- ⑥ Support wiring in crawl space. ⑦ Handrail spacing at steps.

## History

InspType= BR-AL-FN, Result= Pass

Inspected on 10/7/2016, By rsp, Scheduled on 9/29/2016

– Correction Notes: [ Entered 9/1/2016 by rsp ]:

1- Address numbers.

2- The kitchen countertop receptacles do not meet minimum code requirements. ( spacing and gfci protection)

The range receptacle and wiring should be a 4 wire circuit.

The hallway bathroom receptacle is wired incorrectly.

The exhaust fan switch in the M bathroom is upside down.

Support the wiring in the crawl space.

The handrail spacing at the steps is incorrect.

The gripping surface for the handrails is incorrect.

No access to the attic.

No water heater disconnect.

Vacuum breakers on hose bibs.

The back door passage latch is not working.

There are 3 permits for this house, the rough in inspection was conducted by another inspector. There was conflicting reports about the countertop receptacles, therefore I am allowing a modification to the countertop receptacles.

InspType= BR-AL-FN, Result= NC

Inspected on 9/1/2016, By rsp, Scheduled on 8/31/2016

– Correction Notes: 1- Address numbers.

2- The kitchen countertop receptacles do not meet minimum code requirements. ( spacing and gfci protection)

The range receptacle and wiring should be a 4 wire circuit.

The hallway bathroom receptacle is wired incorrectly.

The exhaust fan switch in the M bathroom is upside down.

Support the wiring in the crawl space.

The handrail spacing at the steps is incorrect.

The gripping surface for the handrails is incorrect.

No access to the attic.

No water heater disconnect.

Vacuum breakers on hose bibs.

The back door passage latch is not working.

October 5, 2016

Ron Powell  
Newberry County Inspector  
Newberry, South Carolina 29108

Mr. Powell,

As the property and homeowner for 342 Leaman Avenue in Whitmire, South Carolina, I, Tomekia Means, request, from this day forward, any request made by Tony Good or any of his affiliates for an inspection at the mention property, are to be refused until further notice.

If you should have any questions or concerns, I can be reached at (864)251-0272.

Again thanks,

Tomekia



R000329

October 6, 2016

Ron Powell  
Newberry County Inspector  
Newberry, South Carolina 29108

Mr. Powell,

YOU ARE RELEASED TO CONDUCT ANY AND ALL INSPECTIONS AT  
342 LEAMAN AVENUE, WHITMIRE, SOUTH CAROLINA 29178.

Again thanks,

Tomekia



**complete**

**NEWBERRY COUNTY DEPT. OF PLANNING & DEVEL. SVCS.  
INSPECTION REQUEST**

10-7-16

Permit #: 1600071

Inspection Type: Final

Type: Renovations

Request Date: 10-6-16

Location: 342 Leaman Ave.

District: \_\_\_\_\_

Contractor: Good Building

Insp. ID: \_\_\_\_\_

Date Inspection Desired: 10/7/16

Time Inspection Desired: : :

**INSPECTION RESULTS**

Inspection or Re-Inspection:

Inspection Date: 10/7/16

Comments: 864-426-1721

RESULTS OF INSPECTION

Pass  Correction

IF CORRECTION IS REQUIRED

Reinspection Required?

Reinspection Fee Required?

C.O. DUE

*R. Powell*

AMOUNT DUE \$ \_\_\_\_\_

**ADDITIONAL NOTES**

Notes in Blue Pen

PLAINTIFF'S EXHIBIT  
18 Inaug  
2.28.19 58



**CERTIFICATE OF OCCUPANCY & COMPLIANCE**

**Date of Issue:** October 7, 2016

**Permit #** 1600071

**Owner:** Tomekia R. Means

**Location:** 342 Leaman Avenue Whitmire, SC 29178

**TMS#** 313-1-6-4

**Zone:** No Zoning

**Contractor:** Good Building

**Type of Occupancy:** R-3 Residential, one-and two-family

**Type of Construction:** VB

**Locality:** Newberry County, Newberry, SC 29108

**Year Built:** 2016

A Certificate of Occupancy and Compliance is hereby issued for the above listed location and occupancy. This certificate is non-transferable and valid only as outlined above and in accordance with the law. This certificate issued pursuant to the requirements of the International Building Codes certifying that the time of issuance this structure was in compliance with the various ordinances of the County of Newberry regulating building construction or use.

By: Virginia M. Atkins

Building Official: R. Powell

Date: October 7, 2016

Department of Inspections / Newberry County, Newberry, SC 29108

R000332



RECEIVED  
MAR 13 2017  
CHESTER

**Inspection Findings Notice**

February 16, 2017

**Case No:** 2016-293

**Complainant:**  
Tomekia Means  
763-A Duckett Avenue  
Whitmire, SC 29178

**Respondent:**  
GOOD BUILDING  
2408 CARLISLE WHITMIRE HWY  
CARLISLE, SC 29031

The list of complaint items below at the referenced site below was observed on 02/16/2017 for the South Carolina Contractors' Licensing Board. The purpose of the inspection was to determine if specific facts exist or conduct displayed should warrant action against GOOD BUILDING based upon a complaint filed by the Complainant. If you disagree with the Investigator's observations, the department must receive a detailed written explanation why the items comply with the applicable standards within 5 days of receipt of this notice.

**Site:**  
763-A Duckett Avenue  
Whitmire, SC 29178

**Present at Inspection:**  
Chris Cudd, Investigator  
Tomekia Means, Complainant  
Tony Good, Respondent  
Ron Powell, Newberry County

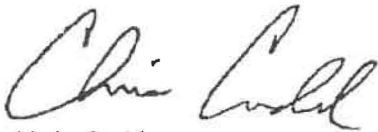
Investigator's Observation(s): Reporting Investigator arrived at the subject address at 10 a.m. to perform an inspection of the initial complaint allegation of abandonment of a residential renovations project at the subject address. Initial observations did not reveal that any portion of the project has been abandoned. The residence was complete with interior and exterior finishes and no violations were observed with regards to abandonment or substandard work.



As a matter of note the Reporting Investigator was informed that the Respondent was not the original contractor of record for this project. Respondent was hired after the original contractor Penny Worth Homes, filed for bankruptcy and left the project in an unfinished state. Respondent was hired to complete the balance of work as contracted for. According to the local Building Official for Newberry County Ron Powell, no record of a rough-in inspection exists but a final inspection was conducted and power was released to the structure and a certificate of occupancy was issued in good confidence.

The case file in this matter will be presented at the next Investigative Review Committee (IRC) for an evaluation of the facts gathered during the investigation. The IRC will make a recommendation as to the disposition of the complaint, which could include closure, letter of caution, sanctions of the license by Consent Agreement or a contested case hearing before the full Board. If the issues in the complaint are resolved prior to the IRC reviewing the matter, this action may be taken into consideration for the final recommendation made by the IRC.

Best regards,



Chris Cudd  
Investigator

cc: Tomekia Means, Complainant  
GOOD BUILDING, Respondent  
File

February 20, 2017

**RECEIVED**

FEB 23 2017

CHESTER

United States Department of Agriculture,

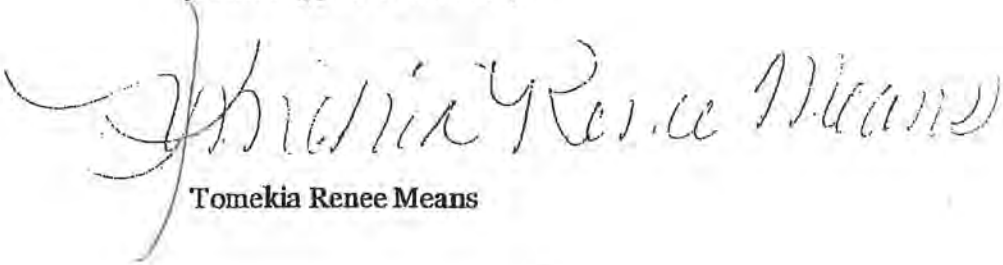
As outlined in "General Conditions" subject III. Completion of Work, Owner, Tomekia R. Means would like to exercise rights to terminate contract with Contractor, GOOD Building. Original contract expired on July 8, 2016; however, GOOD Building continued to work beyond expired date with the understanding liquidated damages were accumulating.

Verbal requests to terminate contract with GOOD Building occurred July 2016 and most recently on February 16, 2017. This is the third request to terminate contract with

GOOD Building. Owner, requesting to take over the work and prosecute the same to completion by contract or otherwise. A balance remain of \$35, 200.00, Owner requests funds be allotted to Owner to correct and complete present conditions of the home. Poor workmanship is present throughout the home and Contractor has failed to provide proof of material bills and outlined in contract with "General Conditions" -IV. Releases.

Please contact me at your earliest at (864) 251-0272.

Thanking you in advance,



Tomekia Renee Means



R000335

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL HOUSING SERVICE

PROMISSORY NOTE

Type of Loan SECTION 502

SATISFIED

Loan No. [REDACTED]

This \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
United States of America:

Date: 01/08 20 16

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
USDA, Rural Housing Services

342 Leaman Ave

(Property Address)

Whitwire

Newberry

SC

(City or Town)

(County)

(State)

BORROWER'S PROMISE TO PAY. In return for a loan that I have received, I promise to pay to the order of the United States of America, acting through the Rural Housing Service (and its successors) ("Government") \$ ~~61,000~~ 45,951.61 (this amount is called "principal"), plus interest. TRM

INTEREST. Interest will be charged on the unpaid principal until the full amount of the principal has been paid. I will pay interest at a yearly rate of 3.2500%. The interest rate required by this section is the rate I will pay both before and after any default described below.

PAYMENTS. I agree to pay principal and interest using one of two alternatives indicated below:

I. Principal and interest payments shall be temporarily deferred. The interest accrued to ~~the~~ JANUARY 4, 2018 shall be added to the principal. The new principal and later accrued interest shall be payable in ~~30~~ 372 regular amortized installments on the date indicated in the box below. I authorize the Government to enter the amount of such new principal here: \$ ~~48,557.54~~ 48,557.54 and the amount of such regular installments in the box below when such amounts have been determined. I agree to pay principal and interest in installments as indicated in the box below. TRM

II. Payments shall not be deferred. I agree to pay principal and interest in \_\_\_\_\_ installments as indicated in the box below.

I will pay principal and interest by making a payment every month.  
I will make my monthly payment on the 4<sup>TH</sup> day of each month beginning on ~~the~~ FEBRUARY 4, 2018 and continuing for ~~30~~ 372 months. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this note. My monthly payments will be applied to interest before principal. If on January 8, 2049, I still owe amounts under this note, I will pay those amounts in full on that date, which is called the "maturity date."  
My monthly payment will be \$ ~~125~~ 207.31. I will make my monthly payment at the post office address noted on my billing statement or a different place if required by the Government. TRM

PRINCIPAL ADVANCES. If the entire principal amount of the loan is not advanced at the time of loan closing, the unadvanced balance of the loan will be advanced at my request provided the Government agrees to the advance. The Government must make the advance provided the advance is requested for an authorized purpose. Interest shall accrue on the amount of each advance beginning on the date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of the advance as shown in the Record of Advances below. I authorize the Government to enter the amount and date of such advance on the Record of Advances.

HOUSING ACT OF 1949. This promissory note is made pursuant to title V of the Housing Act of 1949. It is for the type of loan indicated in the "Type of Loan" block at the top of this note. This note shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions of this note.

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

PLAINTIFF'S EXHIBIT  
22<sup>nd</sup> Mous  
2.28.19 SP

**LATE CHARGES.** If the Government has not received the full amount of any monthly payment by the end of 15 days after the date it is due, I will pay a late charge. The amount of the charge will be 4 percent of my overdue payment of principal and interest. I will pay this charge promptly, but only once for each late payment.

**BORROWER'S RIGHT TO PREPAY.** I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Government in writing that I am making a prepayment.

I may make a full prepayment or partial prepayment without paying any prepayment charge. The Government will use all of my prepayments to reduce the amount of principal that I owe under this Note. If I make a partial prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Government agrees in writing to those changes. Prepayments will be applied to my loan in accordance with the Government's regulations and accounting procedures in effect on the date of receipt of the payment.

**ASSIGNMENT OF NOTE.** I understand and agree that the Government may at any time assign this note without my consent. If the Government assigns the note I will make my payments to the assignee of the note and in such case the term "Government" will mean the assignee.

**CREDIT ELSEWHERE CERTIFICATION.** I certify to the Government that I am unable to obtain sufficient credit from other sources at reasonable rates and terms for the purposes for which the Government is giving me this loan.

**USE CERTIFICATION.** I certify to the Government that the funds I am borrowing from the Government will only be used for purposes authorized by the Government.

**LEASE OR SALE OF PROPERTY.** If the property constructed, improved, purchased, or refinanced with this loan is (1) leased or rented with an option to purchase, (2) leased or rented without option to purchase for 3 years or longer, or (3) is sold or title is otherwise conveyed, voluntarily or involuntarily, the Government may at its option declare the entire remaining unpaid balance of the loan immediately due and payable. If this happens, I will have to immediately pay off the entire loan.

**REQUIREMENT TO REFINANCE WITH PRIVATE CREDIT.** I agree to periodically provide the Government with information the Government requests about my financial situation. If the Government determines that I can get a loan from a responsible cooperative or private credit source, such as a bank or a credit union, at reasonable rates and terms for similar purposes as this loan, at the Government's request, I will apply for and accept a loan in a sufficient amount to pay this note in full. This requirement does not apply to any cosigner who signed this note pursuant to section 502 of the Housing Act of 1949 to compensate for my lack of repayment ability.

**SUBSIDY REPAYMENT AGREEMENT.** I agree to the repayment (recapture) of subsidy granted in the form of payment assistance under the Government's regulations.

**CREDIT SALE TO NONPROGRAM BORROWER.** The provisions of the paragraphs entitled "Credit Elsewhere Certification" and "Requirement to Refinance with Private Credit" do not apply if this loan is classified as a nonprogram loan pursuant to section 502 of the Housing Act of 1949.

**DEFAULT.** If I do not pay the full amount of each monthly payment on the date it is due, I will be in default. If I am in default the Government may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Government may require me to immediately pay the full amount of the unpaid principal, all the interest that I owe, and any late charges. Interest will continue to accrue on past due principal and interest. Even if, at a time when I am in default, the Government does not require me to pay immediately as described in the preceding sentence, the Government will still have the right to do so if I am in default at a later date. If the Government has required me to immediately pay in full as described above, the Government will have the right to be paid back by me for all of its costs and expenses in enforcing this promissory note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees.

NOTICES. Unless applicable law requires a different method, any notice that must be given to me under this note will be given by delivering it or by mailing it by first class mail to me at the property address listed above or at a different address if I give the Government a notice of my different address. Any notice that must be given to the Government will be given by mailing it by first class mail to the Government at USDA Rural Housing Service, c/o Customer Service Branch Post Office Box 66889, St. Louis, MO 63166, or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE. If more than one person signs this note, each person is fully and personally obligated to keep all of the promises made in this note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this note is also obligated to do these things. The Government may enforce its rights under this note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this note. The term "Borrower" shall refer to each person signing this note.

WAIVERS. I and any other person who has obligations under this note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Government to demand payment of amounts due. "Notice of dishonor" means the right to require the Government to give notice to other persons that amounts due have not been paid.

WARNING: Failure to fully disclose accurate and truthful financial information in connection with my loan application may result in the termination of program assistance currently being received, and the denial of future federal assistance under the Department of Agriculture's Debarment regulations, 7 C.F.R. part 3017.

*Tomekia R. Means* Seal  
 Borrower Tomekia Means

\_\_\_\_\_ Seal  
 Borrower

\_\_\_\_\_ Seal  
 Borrower

\_\_\_\_\_ Seal  
 Borrower

RECORD OF ADVANCES					
AMOUNT	DATE	AMOUNT	DATE	AMOUNT	DATE
(1) \$ 6,000.00	07-08-2016	(8) \$		(15) \$	
(2) \$ 23,200.00	2-16-16	(9) \$		(16) \$	
(3) \$ 11,100.00	3-25-16	(10) \$		(17) \$	
(4) \$ 5,800.00	11-28-16	(11) \$		(18) \$	
(5) \$ 851.61	11-20-17	(12) \$		(19) \$	
(6) \$		(13) \$		(20) \$	
(7) \$		(14) \$		(21) \$	
				TOTAL \$ 45,951.61	

Form RD 1924-7  
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT AND  
FARM SERVICE AGENCY

**CONTRACT CHANGE ORDER**

ORDER NO.	1
DATE	11-10-2016
STATE	SC
COUNTY	Newberry

CONTRACT FOR	SFH Construction
OWNER	Tomekia Means

To Tony T. Good

(Contractor)

You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Remove HVAC work from original contract/quote	\$ 5,800.00	\$
<b>TOTALS</b>	\$ 5,800.00	0.00
<b>NET CHANGE IN CONTRACT PRICE</b>	\$ 5,800.00	0.00

**JUSTIFICATION:**

Because of a dispute between contractor and borrower, both parties have agreed to removed the HVAC portion from the contract so the HVAC contractor can be paid. This will avoid potential legal action by the HVAC contractor.

The amount of the Contract will be ~~(Decreased)~~ ~~(Increased)~~ By The Sum Of: Five Thousand Eight Hundred  
and no/100 ----- Dollars (\$ 5,800.00).

The Contract Total Including this and previous Change Orders Will Be: Sixty Eight Thousand and  
Two Hundred and no/100----- Dollars (\$ 68,200.00).

The Contract Period Provided for Completion Will Be ~~(increased)~~ ~~(Decreased)~~ (Unchanged): \_\_\_\_\_ Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested Tomekia Means (Owner)

November 10, 2016 (Date)

Recommended \_\_\_\_\_ (Owner's Architect/Engineer)

(Date)

Accepted Tony T. Good (Contractor)

11-10-2016 (Date)

Approved by Agency Melvin May - Loan Specialist (Name and Title)

11-10-2016 (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CASE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER

POSITION 6



CONSTRUCTION CONTRACT

State South Carolina

County Chester

This Contract, made this 10th day of November, 2016,  
by Tomekia Means of 763 Duckett Ave, Apt A, Whitmire, SC 29178

(hereinafter called the "Owner"), and Fulmer Heating & Cooling of  
626 Nance Street, Newberry, SC 29108 (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

(A) The Contractor will furnish materials and perform the work for:  
Installation of HVAC system

for the consideration of Five Thousand Eight Hundred & no/100 ---- dollars (\$ 5,800.00 ),  
in accordance with the "General Conditions" shown in this contract and the specifications and the drawings as follows:

As specified in bid of Fulmer H&A dated 6/26/16, attached hereto and  
made part of this contract.

(B) The Contractor will start work by \_\_\_\_\_, 20 \_\_\_\_\_, and will complete  
the work by August 4, 2016 (See paragraph III of General Conditions).

(C) The Owner will make payments as follows. (Check  proper payment clause and effectively xxxxxxxx out all of the clauses  
not applicable.)

1. ONE LUMP SUM will be made for the whole contract, upon acceptance by the owner and Rural Development of all work  
required hereunder and compliance by contractor with all the terms and conditions of this contract.

2. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of  
previous payments) will be made at intervals of \_\_\_\_\_ The value of work in place shall be as estimated  
by the contractor and approved by Rural Development. Prior to receiving any partial payment, the contractor must  
furnish the owner with a statement showing the total amount owed to date for materials and labor  
procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner  
and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.

3. PARTIAL PAYMENTS IN THE AMOUNT OF 90 PERCENT of the value of the work in place and of the value of  
the materials and supplies on the site less the amounts of any bonds or payments will be made at intervals of \_\_\_\_\_  
\_\_\_\_\_. The value of the work and materials in place or on site shall be as estimated by the contractor  
and approved by the owner and Rural Development. Prior to receiving any partial payment, the contractor must  
furnish the owner with a statement showing the total amount owed to date for materials and labor  
procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner  
and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.

(D) The items described below (the Notice of Requirement for Affirmative Action to Ensure Equal Employment  
Opportunity required by Executive Order 11246, the Equal Opportunity Clause published at 41 CFR 60-1.4 (a) and (b), and  
the Standard Federal Equal Employment Opportunity Construction Contract Specifications required by Executive Order  
11246) apply, during the performance of this contract, if the contract exceeds \$10,000 (This also includes subsequent loans  
and grants, or contract change orders made during the construction period of the original contract, which will cause the total  
to exceed \$10,000.) to the following: (1) All contractors or subcontractors who hold any Federal or federally assisted  
construction contract, (2) All grants, contracts and loans (direct, insured, or guaranteed) let by Rural Development, and (3)  
All construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and  
subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or  
subcontract. The items are applicable to all of a contractor's or subcontractor's employees who are engaged in "on site"  
construction including those construction employees who work on a non-Federal or non-federally assisted construction site.  
The items, however, will not preempt state or local government regulations of the construction industry, and will not relieve  
contractors and subcontractors of the obligations they may have under other affirmative action or equal opportunity  
programs.

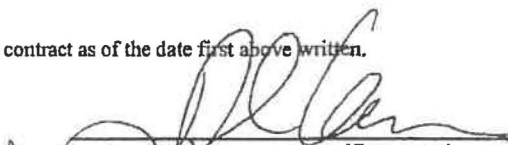
Public reporting for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and  
maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information,  
including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget,  
Paperwork Reduction Project (OMB No. 0575-0042), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these address. Forward to Rural Development only.

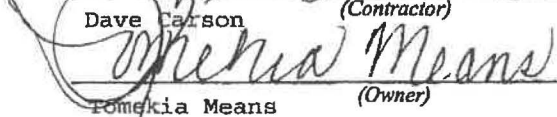


1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
  - b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
  - c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable and participation or community identification).
2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
  6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
  7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
    - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.
    - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.
    - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.
    - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
    - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources complied under 7b above.
    - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
    - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
    - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.
    - i. Direct its recruitment efforts; both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and environment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to the organizations such as above, describing the openings, screening procedures, and tests to be used in the selection process.
    - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.
    - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
    - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.
    - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
    - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

  
 \_\_\_\_\_  
 Dave Carson (Contractor)

  
 \_\_\_\_\_  
 Tamekia Means (Owner)

### GENERAL CONDITIONS

I. **CHANGES IN WORK.**- The Owner may at any time, with the approval of the official designated by Rural Development (hereinafter called the Representative), make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner with the approval of the Representative, and the price therefore stated in the order.

II. **INSPECTION OF WORK.**- All materials and workmanship will be subject to inspection, examination, and test, by the Representative, who will have the right to reject defective material and workmanship or require its correction.

III. **COMPLETION OF WORK.**-If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may, with the approval of the Representative, terminate the Contractor's right, to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of \$ \_\_\_\_\_ as liquidated damages for each calendar day of delay, and the Contractor the will be liable for the amount thereof. Provided, however, that the right of the contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

IV. **RELEASES.** -Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner or the Representative.

V. **OBLIGATION TO DISCHARGE LIENS.** -Acceptance by the Owner and the Representative of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material- person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.

VI. **NOTICES AND APPROVAL IN WRITING.**- Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.

VII. **ADDITIONAL REQUIREMENTS.**- The Contractor, in the performance of this contract, will comply with all applicable Equal Opportunity requirements. The provisions of RD Instruction 1901-F concerning the protection of historical and archaeological properties and the provisions of RD Instruction 1940-G concerning environmental requirements apply. The contractor understands that should any archaeological resources be discovered during the construction process, the contractor will notify the owner and cease further construction activity that could affect the resource until the Owner has consulted with Representative and the Contractor is informed of any steps to be taken or told to proceed with construction.

VIII. **CLEANING UP.**- The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

IX. **BUILDERS WARRANTY.**- Upon completion of the work the contractor will; (Check  proper warranty clause and effectively xxxxxxxx out the inapplicable clause.)

execute Form RD 1924-19, "Builders Warranty"

provide RD approved \_\_\_\_\_

RD Instruction 1924-6

Central Carolina Heating & Air DBA Fulmer H&C

**INVOICE**

#: 44064

P.O. BOX 821  
 Newberry, SC 29108  
 (803) 276-1553  
 Federal ID: 47-4617854

SALES ORDER #: 491

Page 1 of 1

**SOLD TO:**  
 GOOD'S BUILDING  
 2408 CARLISLE-WHITMIRE HWY.  
 CARLISLE, SC 29031  
 864-427-5611

**SHIPPED TO:**  
 TAMEKA MEANS  
 342 LEMAN AVE  
 WHITMIRE, SC 29178

INVOICE DATE	YOUR ORDER #	PAYMENT TERMS	SALESMAN	ORDER SOURCE
08/04/16		Due on receipt	DAVE	

Qty	Ship	BO	Item #	Description	Disc	Tax	Price	Amount
1.00	1.00	0.00		SYSTEM INSTALLATION	0.0%		\$5,800.00	\$5,800.00

**Comments:**

INSTALLATION OF A DAIKIN 3 TON 14 SEER SPLIT HEAT PUMP WITH COMPLETE DUCT SYSTEM, POWER AND CONTROL WIRING, NEW DIGITAL THERMOSTAT, ALL LABOR AND MATERIALS, 12 YEAR PARTS, AND ONE YEAR LABOR WARRANTY.

MODEL:DZ14SN0361  
 SERIAL:1606702084

MODEL:ARUF37D14  
 SERIAL:1604095370

MODEL:HKSX10XCBA  
 SERIAL:1606850517

SUBTOTAL: \$5,800.00  
 FREIGHT: \$0.00  
 5.00% TAX: \$0.00  
 OTHER TAX: \$0.00  
 RETAINAGE: \$0.00

TOTAL \$5,800.00

AMOUNT DUE \$5,800.00

**PAYMENTS:**

R000345

INSPECTION REPORT

STATE SC  
COUNTY Newberry

FOR Tomekia Means  
ADDRESS 342 Leaman Ave., Whitmire

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
Installation of HVAC System	100%		

PERIODIC INSPECTION

Date & No. of previous inspection: \_\_\_\_\_

This inspection is Number 1

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

*HVAC System removed from builder's contract and issued separately.*

(See attached sheets for additional comments)

DATE 10-21-2016

SIGNED

*Melvin May*

Indicate whether:  Agency Representative, or  
 Contractor

FINAL INSPECTION

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) \_\_\_\_\_ Builder's Warranty is dated 12-02-2016

DATE 12-02-2016

SIGNED

*Melvin May*

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE 12-02-2016

SIGNED

*Tomekia Means*

Borrower

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



*Dave  
Cannon*

P.O. Box 821  
626 Nance St.  
Newport, NC 108  
803-276-1151 or 803-276-8840  
[www.fulmerheatcool.com](http://www.fulmerheatcool.com)

Tony Good, Good's Building  
342 Leman Avenue  
Whitmire, South Carolina

July 26, 2016  
Phone: 864-426-1721  
Email;

We are pleased to provide a quote for your home at the address of 342 Leman Avenue, Whitmire South Carolina. Quote is to add a complete duct system under the home, add '2' supply registers into the floor, new digital thermostat, connect to existing return, new power and control wiring with a 3 ton 14 SEER split heat pump with all line sets and condensate drains.

Daikin DZ14SN036 split heat pump with matching air handler connecting to a new duct system with all of the details listed above  
Installation Cost \$5,800

Daikin equipment includes a 12 year parts and compressor warranty.

Equipment will be ready for installation within 5 days from date of approval of contract. Payment is to be made at completion of job. This proposal may be withdrawn if not accepted in thirty days.

Acceptance: Proposal  
Accepted by: *[Signature]*  
Sales Representative:  
Date: 7-17-16

### BUILDER'S WARRANTY

Names and Address of Purchasers or Owners

Tomekia Means  
763 Duckett Ave., Apt. A  
Whitmire, SC 29178

Property

342 Leaman Ave.  
Whitmire, SC 29178

For good and valuable consideration, the undersigned Warrantor hereby warrants to the Purchasers or Owners identified above and to the successors or transferees, all of whom are hereinafter referred to as Owners that:

The building, including appurtenances located on the property identified above, is constructed or improved in substantial conformity with the drawings and specifications which have been accepted in writing by the respective USDA Agency. This warranty applies to all workmanship, materials, and the installation of equipment (including, but not limited to, the heating system, water heater, ranges and refrigerator).

The Owners shall give written notice to the Warrantor promptly after the discovery of any defective condition. Such written notice must be given to the Warrantor during the period of warranty. The period of warranty shall be (a) in the case of new construction or rehabilitation, one year from the date of initial occupancy of the completed or rehabilitated building, or (b) in the case of improvements made to an existing building owned by the Owners prior to the improvements being made, one year from the date of the completion of the work.

It is agreed and understood that this warranty shall apply only to those defective conditions of which the Warrantor has been given written notice during the period of warranty.

Warrantor further agrees that warrantor will take any necessary actions to correct such defective conditions within 30 days of receipt of written notice. If such action is not taken within 30 days, the Owners may, at their option, contract with another party for the correction of the defects. Warrantor agrees to pay any expenses incurred by the Owners to correct defects covered by this warranty.

This warranty shall be in addition to, and in no way reduce, all other rights and privileges which such Owners may have under any other law or instrument, and shall be binding on the Warrantor notwithstanding any provision to the contrary contained in the contract of purchase or any other instrument executed by the Owners.

This warranty is executed, in part, for the purpose of inducing the United States Department of Agriculture, (USDA) to make, insure, or guarantee a loan on the Property.

If this warranty is signed by anyone other than the Warrantor, the person signing for the Warrantor represents and certifies that the person is authorized to execute same by the Warrantor and by the person's signature the Warrantor is bound under the terms and conditions of this warranty

- NOTES: A. The warrantor must complete all three copies except dates, meet with owner to agree on notification period, sign and give to the Owner with the final request for payment.  
Owner must meet with Warrantor to agree on warranty notification period and to date and sign the warranty, owner must retain original, and forward one copy to contractor, and one to the respective USDA Agency with the final request for payment.
- B. This warranty shall be required in all cases involving new construction or rehabilitation of buildings including those built under contract, those built for sale without the respective USDA Agency's required construction inspections and those under conditional commitment procedures.

#### WARNING

Section 1001 of Title 18, United States Code provides: "Whoever, in any matter within the jurisdiction of any department or agency of the United States knowingly and willfully . . . makes any false, fictitious or fraudulent statements or representation, or makes or uses any false writing or document knowing the same to contain any false, fictitious or fraudulent statement or entry, shall be fined not more than \$250,000 or imprisoned not more than five years, or both."

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

In addition to the preceding warranty, the following items are covered by a company warranty or guarantee as follows:

Item	Serial & Model No.	Name and Address of Company	No. Yrs. or Mos. of Warranty
Heating System	INSTALLATION OF A DAIKIN 3 TON 14 SEER SPLIT HEAT PUMP WITH COMPLETE DUCT SYSTEM, POWER AND CONTROL WIRING, NEW DIGITAL THERMOSTAT, ALL LABOR AND MATERIALS, 12 YEAR PARTS, AND ONE YEAR LABOR WARRANTY.		
<del>Kitchen Range</del>	MODEL:DZ14SN0361 SERIAL:1606702084		
<del>Water Heater</del>	MODEL:ARUF37D14 SERIAL:1604095370		
<del>Refrigerator</del>	MODEL:HKSX10XCBA SERIAL:1606850517		
<del>Manufactured Home</del>			
Other			
Other			


**NOTICE TO OWNERS: ANY NOTICE OF DEFECTIVE WORKMANSHIP, MATERIALS OR NONCONFORMITY MUST BE DELIVERED TO THE WARRANTOR NO LATER THAN 12/02/2017 .**

(Warrantor shall insert date one (1) year from initial occupancy, date of conveyance of title or date of completion, whichever is applicable.) All plastic pipe used in this job will carry a 5-year warranty from the date shown by the Warrantor above.

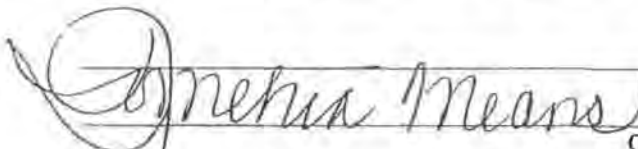
We have furnished the above company warranties or guarantees to the Owners for their use. If this warranty covers a manufactured home, we certify that the manufactured home property substantially complies with the plans and specifications and the manufactured home sustained no hidden damage during transportation and, if manufactured in separate sections, that the sections were properly joined and sealed according to the manufacturer's specifications.

The Warrantor has signed this warranty this 2nd day of December, 16.

626 Nance Street, Whitmire, SC 29178  
(Warrantor's Address)

  
Dave Carson, Owner (SEAL)  
Warrantor (Signature & Title)

Receipt of this warranty is acknowledged this 2nd day of December, 2016.

  
Gynetha Means  
Owner(s)

Date 12/2/2016

RE: Tomekia Means

Dear Sir:

I hereby acknowledge the receipt of Five Thousand Eight Hundred and no/100 dollars  
(\$ 5,800.00) in full payment of my contract dated 11/10/2016 for improvement work which I did for you and  
which is described in my contract.

I certify that I have paid in full for all materials purchased and all labor employed in the performance of this contract, and that there  
are no claims against me under this contract on account of injuries sustained by workers employed by me or by subcontractors  
thereunder. I hereby release you from any claims arising by virtue of this contract.

I am attaching Form RD 1924-10, "Release by Claimants," signed by all persons from whom I have purchased materials and by all  
subcontractors and all persons employed in connection with my contract with the above-named borrower.

**WARNING**

The statements and representations made above are made in connection with construction financed in whole or  
in part by the United States Department of Agriculture (USDA). The statements and representations will be  
used to determine the release of USDA provided funds. The making of any false statement or misrepresentation  
herein may be a crime punishable under Title 18 U.S.C. § 1001 which provides in part: "Whoever, in any matter  
within the jurisdiction of any department or agency of the United States knowingly and willfully falsifies, conceals or  
covers up by any trick, scheme, or device a material fact, or makes any false, fictitious or fraudulent statements or  
representations, or makes or uses any false writing or statement or entry, shall be fined under [title 18 of the United  
States code] or imprisoned not more than five years, or both.

Fulmer's Heating & Cooling  
626 Nance Street  
Newberry, SC 29108

Sincerely,



Dave Carson

Contractor

Position 6

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.



Central Carolina Heating & Air DBA Fulmer H&C

**INVOICE**

#: 44064

P.O. BOX 821  
 Newberry, SC 29108  
 (803) 276-1553  
 Federal ID: 47-4617854

SALES ORDER #: 491

Page 1 of 1

**SOLD TO:**

GOOD'S BUILDING  
 2408 CARLISLE-WHITMIRE HWY.  
 CARLISLE, SC 29031  
 864-427-5611

**SHIPPED TO:**

TAMEKA MEANS  
 342 LEMAN AVE  
 WHITMIRE, SC 29178

INVOICE DATE	YOUR ORDER #	PAYMENT TERMS	SALESMAN	ORDER SOURCE
08/04/16		Due on receipt	DAVE	

Qty	Ship	BO	Item #	Description	Disc	Tax	Price	Amount
1.00	1.00	0.00		SYSTEM INSTALLATION	0.0%	<input type="checkbox"/>	\$5,800.00	\$5,800.00

*PAID in full  
 Dave McConson*

**Comments:**

INSTALLATION OF A DAIKIN 3 TON 14 SEER SPLIT HEAT PUMP WITH COMPLETE DUCT SYSTEM, POWER AND CONTROL WIRING, NEW DIGITAL THERMOSTAT, ALL LABOR AND MATERIALS, 12 YEAR PARTS, AND ONE YEAR LABOR WARRANTY.

MODEL:DZ14SN0361  
 SERIAL:1606702084

MODEL:ARUF37D14  
 SERIAL:1604095370

MODEL:HKSX10XCBA  
 SERIAL:1606850517

SUBTOTAL: \$5,800.00  
 FREIGHT: \$0.00  
 5.00% TAX: \$0.00  
 OTHER TAX: \$0.00  
 RETAINAGE: \$0.00

TOTAL \$5,800.00

AMOUNT DUE \$5,800.00

**PAYMENTS:**

R000352

INSPECTION REPORT

STATE SC

FOR Tomekia Means COUNTY Newberry

ADDRESS 342 Leaman Ave., Whitmire

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
504 Construction	50%		

PERIODIC INSPECTION

Date & No. of previous inspection: \_\_\_\_\_

This inspection is Number 1

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

(See attached sheets for additional comments)

DATE 02-10-2016 SIGNED [Signature]

Indicate whether:  Agency Representative, or  Contractor

FINAL INSPECTION

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) \_\_\_\_\_ Builder's Warranty is dated \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Borrower

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

POSITION 6



R000353

## GUIDE FOR INSPECTION OF CONSTRUCTION OF DWELLINGS AND BUILDINGS

### Notices, Labor and Occupancy Observations.

- Yes     NO    The required posters displayed?  
 Yes     NO    The facilities segregated?  
 Yes     NO    Any evidence of employment discrimination?

**GENERAL.** - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

**EXCAVATION.** - Earth bearing. Footing depths. Frost lines. Grades specified

**CONCRETE AND MASONRY.** - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain tile. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection, Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning, Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

**CARPENTRY MATERIALS.** - Species and grade of lumber, moisture content. Shims. Preservatives.

**FRAMING.** - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

**EXTERIOR WALL FINISH.** -Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco.

**ROOF COVERING.** - Conditions of deck, underlay, starting course, exposure, nailing.

**INSULATION.** - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

**FLASHING AND CAULKING.** - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

**PLUMBING.** - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut-off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

**HEATING.** - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

**GAS (Liquefied Petroleum).** - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

**ELECTRICAL.** - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

**DRYWALL.** - Joints, sanding, filling, taping.

**GLAZING.** - Quality of glass, putty, application.

**LATHING AND PLASTERING.** - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

**MISCELLANEOUS METALWORK.** - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

**MILLWORK.** - Trim, cabinets, windows and doors, thresholds.

**WEATHER STRIPPING.** - Seal, joints (tight and smooth).

**FINISH FLOORS.** - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

**SCREENING.** - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

**HARDWARE.** - Materials, workmanship, operation, keys.

**LIGHTING FIXTURES.** - Type, bulbs (light, clean).

**PAINTING AND DECORATING.** - Surface preparation, washable materials, lead content, application (suitable weather), nail heads.

**BACKFILLING.** - Around masonry, around trees. Finish grade 8 inches below wood.

**LANDSCAPING.** - Planting, seeding, finish grades.

**FINAL.** - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

### WATER SUPPLY

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frost proof. Capacity of pressure tank.

### SEWAGE DISPOSAL

Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank. Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

RD 1924-12  
REVERSE

R000354

INSPECTION REPORT

STATE SC

FOR Tomekia Means COUNTY Newberry

ADDRESS 342 Leaman Ave., Whitmire

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
New construction	75%		

PERIODIC INSPECTION

Date & No. of previous inspection: 2-10-16 1

This inspection is Number 2

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

(See attached sheets for additional comments)

DATE 3-28-16 SIGNED [Signature]

Indicate whether:  Agency Representative, or  Contractor

FINAL INSPECTION

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) \_\_\_\_\_ Builder's Warranty is dated \_\_\_\_\_

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Borrower

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_

Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

TT'S  
EX 6

## GUIDE FOR INSPECTION OF CONSTRUCTION OF DWELLINGS AND BUILDINGS

### Notices, Labor and Occupancy Observations.

- Yes     NO    .    The required posters displayed?  
 Yes     NO    .    The facilities segregated?  
 Yes     NO    .    Any evidence of employment discrimination?

**GENERAL.** - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

**EXCAVATION.** - Earth bearing. Footing depths. Frost lines. Grades specified.

**CONCRETE AND MASONRY.** - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain tile. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection. Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning. Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

**CARPENTRY MATERIALS.** - Species and grade of lumber, moisture content. Shims. Preservatives.

**FRAMING.** - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pelt. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

**EXTERIOR WALL FINISH.** - Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco.

**ROOF COVERING.** - Conditions of deck, underlay, starting course, exposure, nailing.

**INSULATION.** - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

**FLASHING AND CAULKING.** - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

**PLUMBING.** - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut-off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

**HEATING.** - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

**GAS (Liquefied Petroleum).** - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

**ELECTRICAL.** - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

**DRYWALL.** - Joints, sanding, filling, taping.

**GLAZING.** - Quality of glass, putty, application.

**LATHING AND PLASTERING.** - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

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**MILLWORK.** - Trim, cabinets, windows and doors, thresholds.

**WEATHER STRIPPING.** - Seal, joints (tight and smooth).

**FINISH FLOORS.** - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

**SCREENING.** - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

**HARDWARE.** - Materials, workmanship, operation, keys.

**LIGHTING FIXTURES.** - Type, bulbs (light, clean).

**PAINTING AND DECORATING.** - Surface preparation, washable materials, lead content, application (suitable weather), nail heads.

**BACKFILLING.** - Around masonry, around trees, Finish grade 8 inches below wood.

**LANDSCAPING.** - Planting, seeding, finish grades.

**FINAL.** - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

### WATER SUPPLY

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frost proof. Capacity of pressure tank.

### SEWAGE DISPOSAL

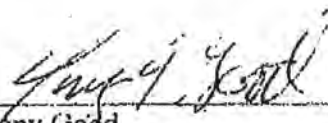
Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank. Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

Date: 3-28-16

Tomekia Means  
342 Leaman Ave.  
Whitmire, SC 29178

As of the above date, I owe \$ — 0 — for materials and labor procured under the contract for construction of a dwelling financed by Rural Development.

Also, I acknowledge receipt of US Treasury check #4030-55955419 in the amount of \$11,100.00. This represents payment for the 75% inspection.

  
\_\_\_\_\_  
Tony Good  
2408 Carlisle Whitmire Highway  
Carlisle, SC 29031

cc: Rural Development

*This is a requirement of Form FmHA 1924-6, "Construction Contract", (c)(2).*

TI's  
EX 7

R000357

**INSPECTION REPORT**  
Agency internal use only

ADDRESS: Tomekia Means - 342 Leaman Ave., Whitmire  
STATE: SC  
COUNTY: Newberry

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
New Construction	100%		

**PERIODIC INSPECTION**

Date & No. of previous inspection: 03-28-2016 2  
This inspection is Number: 3

The Agency will make final inspection of all development work and periodic inspections as appropriate to protect the security interest of the U.S. government. However, the Borrower or its representative is responsible for making inspections necessary to protect the Borrower's interests, and complying with State codes and any federal, state, or local requirements. The Borrower must not rely on this Inspection Report as assurance that the structures and/or infrastructure are built in accordance with plans, specifications, and applicable codes and requirements. This form is used for the benefit of the U.S. government, to provide general statements regarding any significant conditions observed related to the work, evaluate the progress of the work, and evaluate the status of any deficiencies previously reported.

Homeowner has multiple concerns which all appear to be cosmetic. The county has issued the certificate of occupancy. We consider the home to be 100% complete.  
(See attached sheets for additional comments)

DATE 10-21-16 SIGNED [Signature]  
Melvin May - Loan Specialist  
Agency Representative

**FINAL INSPECTION**

For the purposes set forth in 7 C.F.R. 1924 subpart A, 7 C.F.R. 1780 and 7 C.F.R. 1942 subpart A, the above listed items of development shown as 100% complete have been certified by the construction contractor as completed in accordance with the contract documents. Health Department and/or other regulatory agency approval has been given for water and waste disposal systems.

on (date) N/A Builder's Warranty is dated Borrower will not sign

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**GUIDE FOR INSPECTION OF CONSTRUCTION OF  
DWELLINGS AND BUILDINGS**

Agency Internal Use Only

Notices, Labor and Occupancy Observations.

- |   |  |  |
|---|--|--|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> NO            | - The required posters displayed?            |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> NO | - The facilities segregated?                 |
| <input type="checkbox"/> Yes            | <input checked="" type="checkbox"/> NO | - Any evidence of employment discrimination? |

**GENERAL.** - Drainage conditions. Location of buildings with respect to property lines: Other buildings, water supply, sewage disposal, utilities, etc. Protection of materials on site.

**EXCAVATION.** - Earth bearing. Footing depths. Frost lines. Grades specified.

**CONCRETE AND MASONRY.** - Concrete mix or strength, forms, placing. Mortar mix. Width and depth of footings. Reinforcing steel. Stepped footings. Drain tile. Concrete slabs on ground: Bed under slabs, wire mesh, slab thickness, finish. Termite protection. Foundation wall and pier alignment. Anchorage preparation. Dampproofing. Waterproofing. Exterior masonry: Lintels, wall thickness, height, parging, furring, wall vents, basement windows, termite protection. Masonry veneer: Lintels, thickness, airspace, flashing, felt, bonding, weepholes. Interior masonry wall: Thickness, lintels. All masonry walls: Joints, tooling, pointing, flashing, prevention of mortar stains, cleaning. Masonry chimney and fireplaces: Flues, size of flues, height above ridge, thimble, chimney cap, smoke cap, smoke chambers, firebrick, hearth. Basementless areas: Clearance below joist, positive drainage.

**CARPENTRY MATERIALS.** - Species and grade of lumber, moisture content. Shims. Preservatives.

**FRAMING.** - Fire stopping. Framing at chimney. Columns. Posts. Anchorage and moisture protection. Girders. Floor joists, double joists. Headers and trimmers. Subflooring. Ceiling joists. Roof pitch. Roof rafters. Hip and valley rafters. Collar beams. Flat roofs. Trussed roof construction. Studs, corner construction, corner bracing. Sill construction. Anchorage. Window and door openings. Plates. Wall sheathing. Roof sheathing. Termite protection.

**EXTERIOR WALL FINISH.** - Type of paper or felt. Lap. Fit at: Corner boards, door and window casings, drip cap, water table, sills, Nails and nailing. Miter. Corner finish. Stucco. .

**ROOF COVERING.** - Conditions of deck, underlay, starting course, exposure, nailing.

**INSULATION.** - Fastening of boards. Fill (to top of walls and even distribution in ceilings).

**FLASHING AND CAULKING.** - Flashing at: exterior heads of openings, chimneys, intersections of roof and walls, valleys, hips, ridges. Caulking around openings

**PLUMBING.** - Quality of materials Workmanship. Excavation and backfill. Protection of pipes. Size of pipe. Cutting or notching. Joints and connections. Water supply lines: On solid ground below frost, shut-off valve, drain valve for entire system. Drainage system, vents and venting. Traps and clean outs. Hangers and supports. Quality and type of fixtures. Location of fixtures. Fixtures securely installed. Domestic hot water heating and storage, equipment, safety, capacity.

**HEATING.** - Safety, capacity. Required tests, operating and maintenance instruction. Fuel storage. Check operation.

**GAS (Liquefied Petroleum).** - Approval markings on tank. Tank Location. Meter installation (hung properly). Protection of exposed pipe. Leakage under pressure (smell joints). Location of shut-off valve inside building. Proper ventilation of system.

**ELECTRICAL.** - Location of meter. Number of circuits. Provision for future circuits. Location of outlets and switches. Power suppliers approval.

**DRYWALL.** - Joints, sanding, filling, taping.

**GLAZING.** - Quality of glass, putty, application.

**LATHING AND PLASTERING.** - Quality of lath, evenness, grounds, joints between work and masonry, finishing.

**MISCELLANEOUS METAL WORK.** - Pipe rail, metal bucks, metal windows (setting, caulking and priming), painting.

**MILLWORK.** - Trim, cabinets, windows and doors, thresholds.

**WEATHER STRIPPING.** - Seal, joints (tight and smooth).

**FINISH FLOORS.** - Dry storage, baseboard clearance, joints, nailing, finish, protection after laying.

**SCREENING.** - Screen cloth, tightness, fit, operation, identification tags, paint splashes.

**HARDWARE.** - Materials, workmanship, operation, keys.

**LIGHTING FIXTURES.** - Type, bulbs (light, clean).

**PAINTING AND DECORATING.** - Surface preparation, washable materials, lead content, application (suitable weather), nailheads.

**BACKFILLING.** - Around masonry, around trees. Finish grade 8 inches below wood.

**LANDSCAPING.** - Planting, seeding, finish grades.

**PINAL.** - Cleaning up: Masonry, crawl and pipe space, pipe chases, attic, vents in walls, floors, chimney bottoms, fireplace throat, glass, hardware and fixtures. Removal of debris. Closing of floor openings around pipes. Replacement of broken windows. Operation of doors and windows.

**WATER SUPPLY**

Location with respect to possible sources of contamination. Shaft. Protection from contamination. Construction. Watertight casing safe distance above slab and safe distance below ground surface. Grading at top of well to drain away in all directions. Size of concrete platform. Slope of concrete platform. Pump: Type, capacity, location, protection, pollution proof, frostproof. Capacity of pressure tank.

**SEWAGE DISPOSAL**

Location: Slope of grade, depth of ground water, existing and future water supply. Size and slope of house sewer to septic tank. Capacity of tank. Distance of tank from foundation wall. Construction of tank. Location of disposal field (unobstructed and unshaded area). Construction of field. Minimum seepage area (determined by percolation test or recommendation of Soil Conservation Service and State Board of Health). Approval of State Board of Health.

RD 1924-12  
REVERSE

R000359

810002/0028



**CERTIFICATE OF OCCUPANCY & COMPLIANCE**

**Date of Issue:** October 7, 2016

**Permit #** 1600071

**Owner:** Tomekia R. Means

**Location:** 342 Leaman Avenue Whitmire, SC 29178

**TMS#** 313-1-6-4

**Zone:** No Zoning

**Contractor:** Good Building

**Type of Occupancy:** R-3 Residential, one-and two-family

**Type of Construction:** VB

**Locality:** Newberry County, Newberry, SC 29108

**Year Built:** 2016

A Certificate of Occupancy and Compliance is hereby issued for the above listed location and occupancy. This certificate is non-transferable and valid only as outlined above and in accordance with the law. This certificate issued pursuant to the requirements of the International Building Codes certifying that the time of issuance this structure was in compliance with the various ordinances of the County of Newberry regulating building construction or use.

By: Janina M Atkins

Building Official: Re Pull

Date: October 7, 2016

Department of Inspections / Newberry County, Newberry, SC 29108

R000360



11/5  
EX 9



RECEIVED  
MAR 13 2017  
CHESTER

Inspection Findings Notice

February 16, 2017

Case No: 2016-293

**Complainant:**  
Tonikia Means  
763-A Duckett Avenue  
Whitmire, SC 29178

**Respondent:**  
GOOD BUILDING  
2408 CARLISLE WHITMIRE HWY  
CARLISLE, SC 29031

The list of complaint items below at the referenced site below was observed on 02/16/2017 for the South Carolina Contractors' Licensing Board. The purpose of the inspection was to determine if specific facts exist or conduct displayed should warrant action against GOOD BUILDING based upon a complaint filed by the Complainant. If you disagree with the Investigator's observations, the department must receive a detailed written explanation why the items comply with the applicable standards within 5 days of receipt of this notice.

**Site:**  
763-A Duckett Avenue  
Whitmire, SC 29178

**Present at Inspection:**  
Chris Cudd, Investigator  
Tonikia Means, Complainant  
Tony Good, Respondent  
Ron Powell, Newberry County

**Investigator's Observation(s):** Reporting Investigator arrived at the subject address at 10 a.m. to perform an inspection of the initial complaint allegation of abandonment of a residential renovations project at the subject address. Initial observations did not reveal that any portion of the project has been abandoned. The residence was complete with interior and exterior finishes and no violations were observed with regards to abandonment or substandard work.

TT's  
EX 10

As a matter of note the Reporting Investigator was informed that the Respondent was not the original contractor of record for this project. Respondent was hired after the original contractor Penny Worth Homes, filed for bankruptcy and left the project in an unfinished state. Respondent was hired to complete the balance of work as contracted for. According to the local Building Official for Newberry County Ron Powell, no record of a rough-in inspection exists but a final inspection was conducted and power was released to the structure and a certificate of occupancy was issued in good confidence.

The case file in this matter will be presented at the next Investigative Review Committee (IRC) for an evaluation of the facts gathered during the investigation. The IRC will make a recommendation as to the disposition of the complaint, which could include closure, letter of caution, sanctions of the license by Consent Agreement or a contested case hearing before the full Board. If the issues in the complaint are resolved prior to the IRC reviewing the matter, this action may be taken into consideration for the final recommendation made by the IRC.

Best regards,



Chris Cudd  
Investigator

cc: Tomekia Means, Complainant  
GOOD BUILDING, Respondent  
File

complete

NEWBERRY COUNTY DEPT. OF PLANNING & DEVEL. SVCS.  
INSPECTION REQUEST

10-7-16

Permit #: 1600071  
Type: Restorations  
Location: 342 Leaman Ave.  
Contract: Good Building

Inspection Type: Final  
Request Date: 10-6-16  
District: \_\_\_\_\_  
Insp. ID: \_\_\_\_\_

Date Inspection Desired: 10/7/16 Time Inspection Desired: : :

INSPECTION RESULTS

Inspection or Re-Inspection: \_\_\_\_\_ Inspection Date: 10/7/16  
Comments: 864-426-1721

RESULTS OF INSPECTION

Pass  Correction

C.O. DUE

*R. Paul*

IF CORRECTION IS REQUIRED

Reinspection Required?

Reinspection Fee Required?

AMOUNT DUE \$ \_\_\_\_\_

ADDITIONAL NOTES

Notes in Blue Pen

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*TP's  
Ex 11*

**INSPECTION REPORT**

STATE SC  
COUNTY Newberry

FOR Tomekia Means  
ADDRESS 342 Leaman Ave., Whitnair

ITEM OF DEVELOPMENT	PERCENT COMPLETE	ITEM OF DEVELOPMENT	PERCENT COMPLETE
Installation of HVAC System	100%		

**PERIODIC INSPECTION**

Date & No. of previous inspection: \_\_\_\_\_

This inspection is Number 1

ITEMIZE AND DESCRIBE the significant conditions observed to be at variance with the approved plans and specifications and make your recommendations for correcting the deficiencies. Also make comments with respect to the progress of the work. In the case of development performed by the borrower method, carefully compare work accomplished with funds available and record any facts which indicate that actual costs are significantly at variance with planned costs. Check to see that deficiencies previously reported have been corrected.

*HVAC System removed from builder's contract and issued separately.*

(See attached sheets for additional comments)

DATE 10-21-2016 SIGNED Melvin Means  
Indicate whether:  Agency Representative, or  Contractor

**FINAL INSPECTION**

I CERTIFY that I have inspected for the purposes set forth in 7 C.F.R. 1924 subpart A and 7 C.F.R. 1942 subpart A, the above listed items of development and that those shown as 100% complete have been completed in accordance with the Drawings and Specifications or other descriptive material. Health Department approval has been given the water and waste disposal system

on (date) \_\_\_\_\_ Builder's Warranty is dated 12-02-2016

DATE 12-02-2016 SIGNED Melvin Means USDA Representative

The undersigned gives approval of acceptance of the work constructed under the conditions of the contract and Builder's Warranty.

DATE 12-02-2016 SIGNED Tomekia Means Borrower

DATE \_\_\_\_\_ SIGNED \_\_\_\_\_ Builder (Optional)

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

*TT'S EX 12*





## 1. As used in these specifications:

- a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
- b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;
- c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.
- d. "Minority" includes:
  - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
  - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
  - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
  - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintaining identifiable and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

- b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

- c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

- d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall

provide notice of these programs to the sources compiled under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job sites. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

- i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and environment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to the organizations such as above, describing the openings, screening procedures, and tests to be used in the selection process.

- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

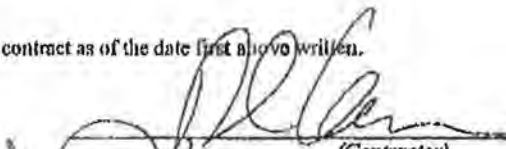
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.

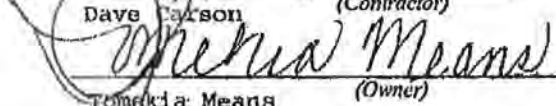
- m. Insure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.



IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

  
 \_\_\_\_\_  
 Dave Carson (Contractor)

  
 \_\_\_\_\_  
 Remedica Means (Owner)

### GENERAL CONDITIONS

**I. CHANGES IN WORK.**- The Owner may at any time, with the approval of the official designated by Rural Development (hereinafter called the Representative), make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner with the approval of the Representative, and the price therefore stated in the order.

**II. INSPECTION OF WORK.**- All materials and workmanship will be subject to inspection, examination, and test, by the Representative, who will have the right to reject defective material and workmanship or require its correction.

**III. COMPLETION OF WORK.**- If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may, with the approval of the Representative, terminate the Contractor's right to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contractor to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of \$ \_\_\_\_\_ as liquidated damages for each calendar day of delay, and the Contractor will be liable for the amount thereof. Provided, however, that the right of the contractor to proceed will not be terminated because of delays in the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

**IV. RELEASES.**- Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner or the Representative.

**V. OBLIGATION TO DISCHARGE LIENS.**- Acceptance by the Owner and the Representative of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material- person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.

**VI. NOTICES AND APPROVAL IN WRITING.**- Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.

**VII. ADDITIONAL REQUIREMENTS.**- The Contractor, in the performance of this contract, will comply with all applicable Equal Opportunity requirements. The provisions of RD Instruction 1901-F concerning the protection of historical and archaeological properties and the provisions of RD Instruction 1940-G concerning environmental requirements apply. The contractor understands that should any archaeological resources be discovered during the construction process, the contractor will notify the owner and cease further construction activity that could affect the resource until the Owner has consulted with Representative and the Contractor is informed of any steps to be taken or told to proceed with construction.

**VIII. CLEANING UP.**- The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

**IX. BUILDERS WARRANTY.**- Upon completion of the work the contractor will; (Check  proper warranty clause and effectively xxxxxxxx out the inapplicable clause.)

- execute Form RD 1924-19, "Builders Warranty"
- provide the following information in accordance with Section 1924.9 and 1924.10 of the RD Instruction 1924-A.

11's  
Ex 13

R000370





R000371



R000372

05/10/2018 10:27

# Newberry County, South Carolina

[1226 College St.]  
 [Newberry, South Carolina 29108]  
 [(803) 321-2682] ... Office  
 [(803) 321-2682] ... Fax

(14)

## 3-RES Building Residential Permit

PERMIT NUMBER	MASTER PERMIT NUM	DATE ISSUED	FEE	VALUATION	ISSUED BY
000038	None		\$ 560.00	\$ 130000.00	fmm

LOCATION 301 Duckett St  
 Whitmire, SC 29178

FN 313-1-6-4  
 SUBMISION  
 MAP# 313-1-6-4  
 FLOODZONE X



OWNER Tomekla R Means ()  
 19 Railroad Ave  
 Whitmire SC 29178

CONTRACTOR Pennyworth Homes Inc., 864 504 4417  
 8299 Ashville Hwy  
 Bolling Springs SC 29316

EXPIRES 9-2-11  
 renewed  
 closed

### SELECTED CHARACTERISTICS OF WORK

#### NATURE OF WORK

New Construction

#### DESCRIPTION OF WORK

single family residence

#### OCCUPANCY TYPE

Residential Single Family Residence (Average)

Agent: James Allen

#### DIMENSIONS

NO. OF FLOORS	1
TOTAL FLOOR AREA OF NEW CONST.	1573 Sq. Ft.
SQ. FT. BASEMENT	0 Sq. Ft.
ACCESSORY STRUCTURES	0 Sq. Ft.
# FIREPLACES	0
SINGLE FAMILY ONLY	
NO. OF BATHROOMS	2.0
NO. OF BEDROOMS	3
TOTAL ROOMS	9

### AFFIDAVIT OF APPLICANT

- No work will be started or continued before permit card is posted or if permit card is destroyed, lost or stolen.
- This permit is void if job is not started within 6 months of application date.
- The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable government ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.
- The owner or possessor of this property has the right under South Carolina State statutes to extend the statute of limitations for the structure beyond thirteen years only by agreement between owner and contractor.
- Any non-residential structures that have not requested an inspection within 6 months of the issued date will be filed with the Assessor Office as a completed structure. Non-residential such as metal, pole, barns, and storage sheds, etc. Not to include Commercial structures.
- The property owner or contractor must provide this office with a letter of compliance from the Zoning Department before receiving any inspection.

*James Allen*  
 Issuing Officer / Permit Clerk

*James Allen*  
 Signature of Applicant

10-16-09  
 Date

Print Name: James Allen

TO BE DISPLAYED AT BUILDING SITE

# NEWBERRY COUNTY

## BUILDING PERMIT

OWNER: Tomikia R Means

TAX MAP NO.: 313-1-6-4 301 Duckett St

PERMIT NO.: 0900838 New House

10-16-09

DATE OF ISSUE

Yany Wallace

ISSUING AGENT

R000374

**DEFENDANT TOMEKIA MEANS TRIAL EXHIBITS NOS. 1-10**

R000375

CONSTRUCTION CONTRACT

State South Carolina

County Newberry

This Contract, made this 31st day of December, 2015,  
by Tomekia Means of 763 Duckett Ave, Apt A, Whitmire, SC 29178

(hereinafter called the "Owner"), and Tony T. Good of  
2408 Carlisle Whitmire Hwy, Carlisle SC 29031 (hereinafter called the "Contractor").

WITNESSETH that the parties hereto agree as follows:

(A) The Contractor will furnish materials and perform the work for:  
Complete construction to dwelling located at 342 Leaman Ave, Whitmire, SC 29178

for the consideration of Seventy Four Thousand and no/100 dollars (\$ 74,000.00 ),  
in accordance with the "General Conditions" shown in this contract and the specifications and the drawings as follows:  
As specified in attached plans and specifications.

(B) The Contractor will start work by January 8, 2016, and will complete  
the work by July 8, 2016 (See paragraph III of General Conditions).

(C) The Owner will make payments as follows. (Check  proper payment clause and effectively xxxxxxxx out all of the clauses  
not applicable.)

1. ONE LUMP SUM will be made for the whole contract upon acceptance by the owner and Rural Development of all work  
required hereunder and compliance by contractor with all the terms and conditions of this contract.

2. PARTIAL PAYMENTS NOT TO EXCEED 60 PERCENT of the value of the work in place (less the aggregate of  
previous payments) will be made at intervals of 72, 75 + 10%. The value of work in place shall be as estimated  
by the contractor and approved by Rural Development. Prior to receiving any partial payment, the contractor must  
furnish the owner with a statement showing the total amount owed to date for materials and labor  
procured under this contract and, if required by the owner or Rural Development, must also submit  
evidence showing that previous partial payments were properly applied and that the current payment will be properly  
applied. Upon completion of the whole contract and acceptance of the work as required hereunder, by the owner  
and Rural Development, and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.

3. PARTIAL PAYMENTS IN THE AMOUNT OF 90 PERCENT of the value of the work in place and of the value of  
work required hereunder and compliance by the contractor with all terms and conditions of this contract, the amount  
due the contractor will be paid.

(D) The items described below (the Notice of Requirement for Affirmative Action to Ensure Equal Employment  
Opportunity required by Executive Order 11246, the Equal Opportunity Clause published at 41 CFR 60-1.4 (a) and (b), and  
the Standard Federal Equal Employment Opportunity Construction Contract Specifications required by Executive Order  
11246) apply, during the performance of this contract, if the contract exceeds \$10,000 (This also includes subsequent loans  
and grants, or contract change orders made during the construction period of the original contract, which will cause the total  
to exceed \$10,000.) to the following: (1) All contractors or subcontractors who hold any Federal or federally assisted  
construction contract, (2) All grants, contracts and loans (direct, insured, or guaranteed) let by Rural Development, and (3)  
All construction work performed by construction contractors and subcontractors for Federal nonconstruction contractors and  
subcontractors if the construction work is necessary in whole or in part to the performance of a nonconstruction contract or  
subcontract. The items are applicable to all of a contractor's or subcontractor's employees who are engaged in "on site"  
construction including those construction employees who work on a non-Federal or non-federally assisted construction site.  
The items, however, will not preempt state or local government regulations of the construction industry, and will not relieve  
contractors and subcontractors of the obligations they may have under other affirmative action or equal opportunity  
programs.

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and  
maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information,  
including suggestions for reducing this burden, to Department of Agriculture, Clearance Officer, OIRM, AG Box 7638, Washington, D.C. 20250; and to the Office of Management and Budget,  
Paperwork Reduction Project (OMB No. 0575-0042), Washington, D.C. 20503. Please DO NOT RETURN this form to either of these addresses. Forward to Rural Development only.



GOOD000001

R000376



1. As used in these specifications:

a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;

b. "Director" means Director, Office of Federal Contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority;

c. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

d. "Minority" includes:

(i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);

(ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);

(iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and

(iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North America and maintaining identifiable and participation or community identification).

2. Whenever the Contractor, or any Subcontractor at any tier, subcontracts a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.

3. If the Contractor is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7e of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to work. The Contractor, where possible, will assign two or more women to each construction projects. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment with specific attention to minority or female individuals working at such sites or in such facilities.

b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organization's responses.

c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source of community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefor, along with whatever additional actions the Contractor may have taken.

d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall

provide notice of these programs to the sources compiled under 7b above.

f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.

h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing the Contractor's EEO policy with other Contractors and Subcontractors with whom the Contractor does or anticipates doing business.

i. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority and recruitment and training organizations serving the Contractor's recruitment area and environment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to the organizations such as above, describing the openings, screening procedures, and tests to be used in the selection process.

j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a Contractor's work force.

k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.

l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or prepare for, through appropriate training, etc., such opportunities.

m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory affect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.

n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

RD 1924-6

GOOD000003

R000378



IN WITNESS WHEREOF, the parties hereto have executed this contract as of the date first above written.

  
 Tony Good (Contractor)

  
 Tonekia Means (Owner)

### GENERAL CONDITIONS

I. **CHANGES IN WORK.**- The Owner may at any time, with the approval of the official designated by Rural Development (hereinafter called the Representative), make changes in the drawings and specifications, within the general scope thereof. If such changes cause an increase or decrease in the amount due under this contract or in the time required for its performance, an equitable adjustment will be made, and this contract will be modified accordingly by a "Contract Change Order". No charge for any extra work or material will be allowed unless the same has been ordered on such contract change order by the Owner with the approval of the Representative, and the price therefore stated in the order.

II. **INSPECTION OF WORK.**- All materials and workmanship will be subject to inspection, examination, and test, by the Representative, who will have the right to reject defective material and workmanship or require its correction.

III. **COMPLETION OF WORK.** -If the Contractor refuses or fails to complete the work within the time specified in paragraph B of this contract, or any extension thereof, the Owner may, with the approval of the Representative, terminate the Contractor's right, to proceed. In such event the Owner may take over the work and prosecute the same to completion by contract or otherwise and the Contractor will be liable for any excess cost occasioned the Owner thereby; and the Owner may take possession of and utilize in completing the work such materials and equipment as may be on the site of the work and necessary therefore. If the Owner does not terminate the right of the Contract to proceed, the Contractor will continue the work, in which event, actual damages for delay will be impossible to determine, and in lieu thereof, the Contractor may be required to pay to the Owner the sum of \$ 25.00 as liquidated damages for each calendar day of delay, and the Contractor the will be liable for the amount thereof. Provided, however, that the right of the contractor to proceed will not be terminated because of delays in the completion of the completion of the work due to unforeseeable causes beyond the Contractor's control and without Contractor's fault or negligence.

IV. **RELEASES.** -Prior to final payment, the Contractor will submit evidence that all payrolls, material bills, and other indebtedness connected with the work have been paid as required by the Owner or the Representative.

V. **OBLIGATION TO DISCHARGE LIENS.** -Acceptance by the Owner and the Representative of the completed work performed by the Contractor and payment therefore by the Owner will not relieve the Contractor of obligation to the Owner (which obligation is hereby acknowledged) to discharge any and all liens for the benefit of subcontractors, laborers, material- person, or any other persons performing labor upon the work or furnishing material or machinery for the work covered by this contract, which have attached to or may subsequently attach to the property, or interest of the Owner.

VI. **NOTICES AND APPROVAL IN WRITING.**- Any notice, consent, or other act to be given or done hereunder will be valid only if in writing.

VII. **ADDITIONAL REQUIREMENTS.**- The Contractor, in the performance of this contract, will comply with all applicable Equal Opportunity requirements. The provisions of RD Instruction 1901-F concerning the protection of historical and archaeological properties and the provisions of RD Instruction 1940-G concerning environmental requirements apply. The contractor understands that should any archaeological resources be discovered during the construction process, the contractor will notify the owner and cease further construction activity that could affect the resource until the Owner has consulted with Representative and the Contractor is informed of any steps to be taken or told to proceed with construction.

VIII. **CLEANING UP.**- The contractor shall keep the premises free from accumulation of waste material and rubbish and at the completion of the work shall remove from the premises all rubbish, implements and surplus materials and leave the building broom-clean.

IX. **BUILDERS WARRANTY.**- Upon completion of the work the contractor will; (Check  proper warranty clause and effectively xxxxxxxx out the inapplicable clause.)

execute Form RD 1924-19, "Builders Warranty"

provide RD approved 19 year home owners policy in accordance with Section 1924.9 and Exhibit of

RD Instruction 1924.9.

RD 1924-6

GOOD000005

R000380

Good's Building

QUOTE TO  
COMPLETE  
CONSTRUCTION

1. Reset Ceiling in master bedroom an the two bedroom In the hallway.
2. Rewire the wiring.
3. Insulation, Ceiling R 19 , Walls R13.
4. Hang drywall in all interior walls and ceiling.
5. Paint wall with 400 flat ,Ceiling with 400 ceiling white flat.
6. Cabinet have an attack sheet with layout.
7. Finish the plumbing in bathrooms and kitchen.
8. # 2 Hardwood In living Room and hall.
- 9 Carpet master bedroom and the two bedroom In hall.
10. Kitchen, washroom and bathroom vinyl tile.
11. Bathroom cabinet master bedroom 48" and hall bathroom 36".
12. Heat and Air
13. Take out wall In between Living room and Kitchen.
14. Reset Light in master bedroom and kids bedroom.
15. Poarch -- Front handrail and step side porch brick under pen Back 10x12 deck.
16. Brick -- front wall of dinner room, foundation on front and two side.
17. Out side wall white vinyl side, black sidders, vent soffit white, trim coil white , solid soffit under front porch.
18. Doors -- bedrooms 6 panel hollow doors, closet bifold.

Cost \$74000.00

Good's Building giving a cost to finish Tomedia Means house on 342 Leaman Ave, Whitmire S,C 29178

Tometia Means

803-251-0272

Tony T. Good

864-426-1721

2408 Carlisle Whitmire Hwy

Carlisle S,C 29031



GOOD000006

R000381

# Newberry County, South Carolina

1512 Martin Street PO Box 1014  
 Newberry, South Carolina 29108  
 (803) 321-2662 ... Office  
 (803) 321-1157 ... Fax

## BR-ALT Residential Bldg Alteration/Repairs

PERMIT NUMBER	MASTER PERMIT NUM	DATE ISSUED	FEE	VALUATION	ISSUED BY
1600071	None	01/26/2016	230.00	\$ 42000.00	vma

LOCATION 342 Leaman Ave Whitmire, SC 29178  OWNER Tomekia R Means (864 251 0272) 763 Duckett Ave Apt A Whitmire SC 29178	PIN 313-1-6-4 SUBDIVISION MAP# 313-1-6-4 FLOODZONE X  CONTRACTOR Good Building, 803 429 8357 2408 Whitmire Hwy Newberry SC 29031
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### SELECTED CHARACTERISTICS OF WORK

NATURE OF WORK <b>Alteration / Repairs</b>  DESCRIPTION OF WORK <b>Interior / exterior renovations to the existing house</b>  OCCUPANCY TYPE <b>R-3 Residential, one- and two-family</b>  Agent: Good Building	DIMENSIONS  NO. OF FLOORS: 0 TOTAL FLOOR AREA OF NEW CONST.: 0 Sq. Ft. SQ. FT. BASEMENT: 0 Sq. Ft. ACCESSORY STRUCTURES: 0 Sq. Ft. # FIREPLACES: 0  SINGLE FAMILY ONLY  NO. OF BATHROOMS: 0 NO. OF BEDROOMS: 0 TOTAL ROOMS: 0
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### AFFADAVIT OF APPLICANT

- No work will be started or continued before permit card is posted or if permit card is destroyed, lost or stolen.
- This permit is void if job is not started within 6 months of application date.
- The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable government ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official, shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.
- The owner or possessor of this property has the right under South Carolina State statutes to extend the statute of limitations for the structure beyond eight years only by agreement between owner and contractor.
- Any non-residential structures that have not requested an inspection within 6 months of the issued date will be filed with the Assessor Office as a completed structure. Non-residential such as metal, pole, barns, and storage sheds, etc. Not to include Commercial structures.
- The property owner or contractor must provide this office with a letter of compliance from the Zoning Department before receiving any inspections. N/A INT.

*[Signature]*  
 Issuing Officer / Permit Clerk

*[Signature]*  
 Signature of Applicant

26 January 2016  
 Date

Print Name: Tony T Reed

BP0-20040305-sl

R000382

STOP WORK ORDER

YOU ARE ORDERED

TO STOP WORK

DEJAR DE TRABAJAR LA ORDEN

EXHIBIT  
DW  
4  
Good  
4-8-21

R000383

TO BE DISPLAYED AT BUILDING SITE

# NEWBERRY COUNTY

## BUILDING PERMIT

OWNER: Tomekia R. Means

TAX MAP: # 313-1-6-4 / 342 Leaman Ave. Whitmire

PERMIT NO. # 1600071 / interior - exterior renovations to the existing house

26 January 2016

DATE OF ISSUE

Duquoin M. Atkins

ISSUING AGENT

GOOD000038



R000384

**Newberry County, South Carolina**

1512 Martin Street PO Box 1014  
 Newberry, South Carolina 29108  
 (803) 321-2682 ... Office  
 (803) 321-1157 ... Fax

**COMPLETED**

10-7-16

**BR-ALT Residential Bldg Alteration/Repairs**

PERMIT NUMBER	MASTER PERMIT NUM	DATE ISSUED	FEE	VALUATION	ISSUED BY
1690071	None	01/26/2016	362.00	\$ 72500.00	vma

LOCATION 342 Leaman Ave  
 Whitnire, SC 29178

PN 313-1-6-4

SUBDIVISION

MAP# 313-1-6-4

FLOODZONE X

OWNER Tomelda R Means (864 251 0272)  
 763 Duckett Ave Apt A  
 Whitnire SC 29178

CONTRACTOR Good Building, 803 429 8357  
 2408 Whitnira Hwy  
 Newberry SC 29031

*upgrade the cost of the project  
 Contractor gave the wrong price*

SELECTED CHARACTERISTICS OF WORK

NATURE OF WORK

Alteration / Repairs

DESCRIPTION OF WORK

interior / exterior renovations to the existing house

OCCUPANCY TYPE

R-3 Residential, one- and two-family

Agent: Good Building

*DIMENSIONS from the contract with the customer*

NO. OF FLOORS	0
TOTAL FLOOR AREA OF NEW CONST.	0 Sq. Ft.
SQ. FT. BASEMENT	0 Sq. Ft.
ACCESSORY STRUCTURES	0 Sq. Ft.
# FIREPLACES	0
SINGLE FAMILY ONLY	
NO. OF BATHROOMS	0
NO. OF BEDROOMS	0
TOTAL ROOMS	0

AFFIDAVIT OF APPLICANT

- No work will be started or continued before permit card is posted or if permit card is destroyed, lost or stolen.
- This permit is void if job is not started within 6 months of application date.
- The undersigned owner or agent understands that the approval of this application does not constitute a privilege to violate any applicable government ordinances, codes or laws, and that any omission of or misrepresentation of fact with or without intention of the undersigned or any alteration or change from this application without approval of the Building Official shall constitute sufficient ground for the revocation of any permit issued which was based on the approval of this application. This permit does not authorize any encroachment upon public property.
- The owner or possessor of this property has the right under South Carolina State statutes to extend the statute of limitations for the structure beyond eight years only by agreement between owner and contractor.
- Any non-residential structures that have not requested an inspection within 6 months of the issued date will be filed with the Assessor Office as a completed structure. Non-residential such as metal, pole, barns, and storage sheds, etc. Not to include Commercial structures.
- The property owner or contractor must provide this office with a letter of compliance from the Zoning Department before receiving any inspections. 7/16 INT.

*Suzanne M. Atkins*  
 Issuing Officer / Permit Clerk

*Tony T. Good*  
 Signature of Applicant

*26 August 2016*  
 Date

Print Name: *Tony T. Good*

BP0-20040305-el



GOOD000037

R000385

LICENSE NUMBER: G107096

CCB1012916

State of South Carolina  
Department of Labor, Licensing and Regulation  
Contractors Licensing Board

GOOD BUILDING  
2408 CHARLES W. HUNTER HWY  
CHARLESTON, SC 29405

GENERAL CONTRACTOR

Date of Issue: 11/01/2014  
Expiration Date: 10/31/2016  
Initial License Date: 08/01/2002

Administrator

CCB1012916

LICENSE NUMBER: G107096

GOOD BUILDING

is Licensed in the Classification(s) and Group Limitation of:

BD1

Licensed in the Classification(s) and Group Limitation:  
Group #1 - \$3,000 - \$10,000  
Group #2 - \$10,000 - \$50,000  
Group #3 - \$50,000 - \$100,000  
Group #4 - \$100,000 - \$500,000  
Group #5 - \$500,000 - \$1,000,000  
Group #6 - \$1,000,000 - \$5,000,000  
Group #7 - \$5,000,000 - \$10,000,000  
Group #8 - \$10,000,000 - \$50,000,000  
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Group #72 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #73 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #74 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #75 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #76 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #77 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #78 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #79 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #80 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #81 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #82 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #83 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #84 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #85 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #86 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #87 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #88 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #89 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #90 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #91 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #92 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #93 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #94 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #95 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #96 - \$1,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #97 - \$5,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #98 - \$10,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #99 - \$50,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000  
Group #100 - \$100,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000 - \$500,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000,000

(The number after the 2-letter classification above is your Group #)  
(See back of card for the 2-letter classification abbreviations)



GOOD000026

Form RD 1924-7  
(Rev. 2-97)

UNITED STATES DEPARTMENT OF AGRICULTURE  
RURAL DEVELOPMENT AND  
FARM SERVICE AGENCY

CONTRACT CHANGE ORDER

ORDER NO.	1
DATE	11-10-2016
STATE	SC
COUNTY	Newberry
CONTRACT FOR	SFH Construction
OWNER	Tomekia Means

To Tony T. Good

(Contractor)  
You are hereby requested to comply with the following changes from the contract plans and specifications:

Description of Changes (Supplemental Plans and Specifications Attached)	DECREASE in Contract Price	INCREASE in Contract Price
Remove HVAC work from original contract/quote	\$ 5,800.00	\$
TOTALS	\$ 5,800.00	0.00
NET CHANGE IN CONTRACT PRICE	\$ 5,800.00	0.00

JUSTIFICATION:

Because of a dispute between contractor and borrower, both parties have agreed to removed the HVAC portion from the contract so the HVAC contractor can be paid. This will avoid potential legal action by the HVAC contractor.

The amount of the Contract will be Decreased (~~Increased~~) By The Sum Of: Five Thousand Eight Hundred and no/100 ----- Dollars (\$ 5,800.00 ),

The Contract Total Including this and previous Change Orders Will Be: Sixty Eight Thousand and Two Hundred and no/100----- Dollars (\$ 68,200.00 ),

The Contract Period Provided for Completion Will Be (~~Increased~~) (~~Decreased~~) Unchanged ----- Days.

This document will become a supplement to the contract and all provisions will apply hereto.

Requested Tomekia Means (Owner) November 10, 2016 (Date)  
 Recommended \_\_\_\_\_ (Owner's Architect/Engineer) \_\_\_\_\_ (Date)  
 Accepted Tony T. Good (Contractor) 11-10-2016 (Date)  
 Approved by Agency Melina May - Loan Specialist (Name and Title) 11-10-2016 (Date)

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-01042. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

- ORIGINAL-BORROWER'S CARE FOLDER
- COPY-CONTRACTOR
- COPY-BORROWER

Form RD 1924-7 (Rev. 2-97)

POSITION 6



GOOD000058

R000387

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )

IN THE COURT OF COMMON PLEAS  
FOR THE EIGHTH JUDICIAL CIRCUIT  
C/A No. 2017-CP-36-00598

TONY T. GOOD, )  
 )  
Plaintiff, )

**PLAINTIFF'S RESPONSES TO  
DEFENDANT TOMEKIA MEAN'S FIRST  
FIRST REQUESTS TO ADMIT**

vs. )

TOMEKIA MEANS, )  
UNITED STATES DEPRATMENT )  
OF AGRICULTURE, )  
 )  
Defendants. )

**TO: DEAN A. HAYES, ESQ., ATTORNEY FOR DEFENDANT**

1. Admit that the attached contract marked as "Exhibit A" is the contract which is the basis for your allegations against Defendant in this case.

**Response: Denied. The copy of the contract provided is incomplete. The contract was drafted by and insisted upon by Defendant USDA. Plaintiff proposed his own contract, but USDA refused to allow the proposed contract requiring its own form as prepared by its office.**

2. Admit that the attached contract marked as "Exhibit A" identifies \$74,000.00 as the consideration for the Contractor's furnishing of materials and performance of work.

**Response: Admitted to the extent that the copy of the contract attached to the foregoing request provides in part as stated therein.**

3. Admit that at the time of the contract and while completing work for Defendant, you were operating under the attached license marked as "Exhibit B", license #G107096, issued by the Contractors Licensing Board of the South Carolina Department of Labor, Licensing and Regulation.

**Response: Admitted.**

4. Admit that at the time of the contract, the attached license marked as "Exhibit B" classified your business with a Classification and Group# Limitation of BD1.

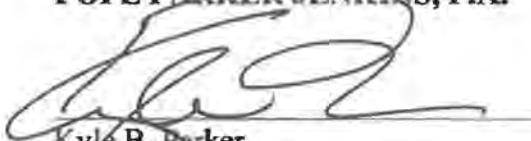
**Response: Admitted.**

5. Admit that at the time of the contract, General Contractors classified in Group #1 had a project dollar limit not to exceed \$30,000.00.



**Response: Denied. The limitation amount increased since the issuance of the license. Further responding to the foregoing request, both Defendant Means and Defendant USDA were aware of the Plaintiff's license limitations from the outset as both had copies of the same, and were further aware that the electrical, plumbing and HVAC portions of the work would be performed and permits obtained by other contractors, such contractors being paid directly through USDA.**

**POPE PARKER JENKINS, P.A.**



Kyle B. Parker  
1508 College Street  
P.O. Box 190  
Newberry, South Carolina 29108  
(803) 276-2532

Attorneys for the Plaintiff

Newberry, South Carolina  
July 24, 2018

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF NEWBERRY )

IN THE COURT OF COMMON PLEAS  
THE EIGHTH JUDICIAL CIRCUIT  
Civil Action No.: 2017-CP-36-598

TONY T. GOOD, )  
 )  
Plaintiff, )

vs. )

TOMEKIA MEANS, )  
UNITED STATES DEPARTMENT )  
OF AGRICULTURE, )  
 )  
Defendants. )

**CERTIFICATE OF SERVICE**

The undersigned employee of Pope & Hudgens, P.A., Attorneys at Law, Post Office Box 190, 1508 College Street, Newberry, South Carolina 29108, does hereby certify that (s)he has served the following named individual(s) with a copy of the pleading(s) indicated below by mailing a copy of same via certified U.S. mail, return receipt requested, with sufficient postage affixed thereto and return address clearly marked on the date indicated below:

**PARTIES SERVED:**

Dean A. Hayes  
McCabe, Trotter & Beverly, P.C.  
P.O. Box 212069  
Columbia, SC 29221

**PLEADING SERVED:** Responses to Defendant Means Requests to Admit



Rhonda Burleson, Legal Assistant

Newberry, South Carolina  
July 24, 2018



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

Henry D. McMaster  
Governor

Emily H. Farr  
Director

February 15, 2018

Ms. Tomekia Means  
342 Leaman Avenue  
Whitmire, SC 29178

**RE: OIE Case #: 2016-293  
Freedom of Information Request**

Dear Ms. Means:

Per our telephone conversation of today, please find enclosed a copy of the Citation which was served upon the Respondent concerning the above-referenced case at LLR, wherein you were the Complainant in that matter.

I have also enclosed a copy of a Freedom of Information Act form which you may submit if you wish to request other information. You will need to return the FOIA Request form to the Office of Communications at the address listed on the form.

Sincerely,

Christa T. Bell  
Assistant Deputy Director  
Office of Investigations and Enforcement



R000391

South Carolina Department of Labor, Licensing and Regulation  
Office of Investigation and Enforcement  
P.O. Box 11329  
Columbia, South Carolina 29211-1329  
(803) 896-4470

**CITATION AND NOTIFICATION OF PENALTY FOR GENERAL AND MECHANICAL CONTRACTING**

GOOD BUILDING

License Number: CLG. 107096  
 General  Mechanical

Issuance Date: 7/28/2017  
Case No.: 2016-293

This citation describes alleged violation(s) of Title 40, Chapter 11 of the South Carolina Code of Laws Ann., 1976, (as amended.) The penalties listed are based on these violations. You must pay the proposed penalties pursuant to §40-11-100. Any citation and/or penalty assessed by the South Carolina Department of Labor, Licensing and Regulation may be appealed without payment by requesting a hearing in writing before the Board. Such requests must be addressed to: South Carolina Contractors' Licensing Board, P. O. Box 11329, Columbia, S.C., 29211-1329, and must be mailed within 15 days of receipt of this Citation. This citation concerns application of the South Carolina Contractors Practice 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. Disciplinary action by the Board may result in you being required to pay the costs associated with the investigation and prosecution of the case. If no appeal is filed, the citation will become a final order of the South Carolina Contractors' Licensing Board and the citation penalty must be paid within 30 days of receipt of the citation.

ITEM	DISCIPLINARY AUTHORITY	DESCRIPTION OF VIOLATION	PENALTY AMOUNT
1	§40-11-110(A)(5)	Engaging or offering to engage in contracting work or submitting a bid when not properly licensed or while a license is under suspension or revocation. (§40-11-30)	\$500.00
	§40-11-110(A)(5)	Use of the term 'licensed contractor' without being licensed. (§40-11-370(A))	
	§40-11-110(A)(5)	Issuing a building permit to an unlicensed general or mechanical contractor. (§40-11-350)	
	§40-11-110(A)(5)	Failure to immediately withdraw from a construction project after violation of licensing requirements. (§40-11-300(B))	
	§40-11-110(A)(5)	Acting as a construction manager without being registered by the Department or in excess of group limitation or license classification. (§40-11-320 and Reg. 29-5)	
	§40-11-110(A)(5)	Dividing work into portions to avoid licensing requirements or group limitations. (§40-11-300(A))	
	§40-11-110(A)(5)	Engaging in a name other than the exact name that appears on the licensee's license. (§40-11-370(B))	
	§40-11-110(A)(5)	Failure to obtain a building permit as required by local or state jurisdiction - First Offense. (§40-11-110(A)(13))	
	§40-11-110(A)(5)	Failure to maintain a business address accessible to the public. (§40-11-110(A)(18))	
	§40-11-110(A)(5)	Failure to notify the Department of any change in current mailing address, home address, home and/or office telephone number. (Reg. 29-9)	
	§40-11-110(A)(5)	Failure to notify the Department of changes in information required in an original or renewal application. (§40-11-110(20))	
	§40-11-110(A)(5)	Departure from an applicable building code of the State of South Carolina or any of its political subdivisions as determined by a court of competent jurisdiction. (§40-11-110(A)(23))	
	§40-11-110(A)(5)	Failure to notify the Department of a change in status of primary qualifying party within fifteen (15) days of disassociation. (§40-11-230(B)(3))	
	§40-11-110(A)(5)	Contracting without a primary qualifying party after license suspension. (§40-11-230(B)(3))	
	§40-11-110(A)(5)	Failure to have a certified primary qualifying party in full-time employment in a responsible management position. (§40-11-240(A)(2))	
	§40-11-110(A)(5)	Failure to comply with joint venture bid requirements. (§40-11-340)	
	§40-11-110(A)(9)	Aiding or abetting an unlicensed entity to evade the Practice Act, combining or conspiring with an unlicensed entity, allowing one's license to be used by an unlicensed entity, or acting as agent, partner, or associate, of an unlicensed entity. (§40-11-200)	
	§40-11-110(A)(10)	Entering into a contract with an unlicensed contractor for work to be performed for which a license is required. (§40-11-200(B))	
	§40-11-110(A)(11)	Using false, misleading, or deceptive advertising whereby a member of the public may be misled and injured. (§40-11-370)	
2	§40-11-110(A)(21)	Contracting or offering to contract for construction work exceeding the limitations of a group or outside the classification or subclassification of a license. (§40-11-270(A))	\$500.00

**TOTAL PENALTY: \$1,000.00**

Chris Cudd, Investigator

Copy received:

Signature of Respondent

Date

Please make check or money order payable to:  
South Carolina Contractors' Licensing Board

**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 International Mail Services, addressed to the party(ies) or their attorney(s) to the following address:

This 28th day of July, 2017

Date Fine Received: \_\_\_\_\_  
Check No.: \_\_\_\_\_  
Received By: \_\_\_\_\_

Chris Cudd, Investigator

**RECEIVED**

**Apr 25 2022**

**SC Court of Appeals**

THE STATE OF SOUTH CAROLINA  
In the Court of Appeals

---

APPEAL FROM NEWBERRY COUNTY  
Court of Common Pleas

R. Lawton McIntosh, Judge

---

Appellate Case No. 2021-000847

---

Tony T. Good.....Appellant,

v.

Tomekia Means and United States  
Department of Agriculture.....Respondents.

---

CERTIFICATE OF COMPLIANCE

---

The undersigned hereby certifies that this Record on Appeal complies with Rule 210(g), SCACR.



Kyle B. Parker  
POPE PARKER JENKINS, P.A.  
1508 College Street  
Newberry, SC 29108  
Phone (803) 276-2532  
Fax (803) 276-8684  
kyle@ppjlaw.com  
Attorneys for Appellant

Newberry, South Carolina  
April 4, 2022