The 2025 Middle School Mock Trial
Civil Case

IN THE COURT OF COMMON PLEAS
SEVENTEENTH JUDICIAL CIRCUIT
COUNTY OF TAYLOR
STATE OF SOUTH CAROLINA

ABP Developers, Inc.	)	
	)	
Plaintiff,	)	
	)	Case No.
v.	)	2025-CP-47-1701
	)	
Maldonado Construction, LLC,	)	
	)	
Defendant.	)	
	)	

NOTE: All characters, names, events, places, and circumstances in this Mock Trial case are fictitious.

A PROJECT OF THE
SOUTH CAROLINA BAR
LAW RELATED EDUCATION (LRE) COMMITTEE
AND THE MOCK TRIAL SUBCOMMITTEE

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SOUTH CAROLINA BAR FOUNDATION

South Carolina Bar
Law Related Education Division

MIDDLE SCHOOL MOCK TRIAL PAST STATE CHAMPIONS

2002 – Sneed Middle
2003 – Myrtle Beach Middle (Coastal Region)
2003 – Lady's Island Middle (Midlands Region)
2003 – Riverside Middle (Piedmont Region)
2004 – Johnsonville Middle
2005 – Johnsonville Middle
2006 – Hand Middle
2007 – Springfield Middle
2008 – Springfield Middle
2009 – Forestbrook Middle
2010 – Forestbrook Middle
2011 – Johnsonville Middle
2012 – Forestbrook Middle
2013 – Forestbrook Middle (BOC Champions)
2014 – Forestbrook Middle (BOC Champions)
2015 – N/A – No State Competition
2016 – Moultrie Middle
2017 – Fort Mill Middle
2018 – Heathwood Hall Episcopal
2019 – Buist Academy
2020 – N/A – No State Competition
2021 – N/A – No State Competition
2022 – JET Middle
2023 – Palmetto Academy
2024 – Forest Creek Middle School

2024 State Winner – Forest Creek Middle School

PROFESSIONALISM AND CIVILITY AWARD WINNERS
MIDDLE SCHOOL

The first Professionalism and Civility Awards were presented to one Middle School and High School team at their state competition. The competing teams nominated a team that demonstrated the following qualities inside and outside the courtroom:

- Professional demeanor
- Civility
- Integrity
- Honesty
- Fair play
- Respect for the competition
- Respect for fellow competitors
- Respect for volunteers and all associated with the program inside and outside the courtroom throughout the competition
- Respect for courthouse staff and facilities

MIDDLE SCHOOL

2016 – Heathwood Hall Episcopal ..... (State)
2017 – Ben Lippen .....(Regional)
2017 – Bob Jones .....(Regional)
2017 – Longleaf .....(Regional)
2017 – Philip Simmons.....(Regional)
2017 – Ten Oaks.....(Regional)
2017 – Buist..... (State)
2018 – Cario .....(Regional)
2018 – Forestbrook .....(Regional)
2018 – Heathwood Hall Episcopal...(Regional)
2018 – Leavelle McCampbell .....(Regional)
2018 – Pleasant Knoll.....(Regional)
2018 – Chapin ..... (State)
2019 – Bob Jones .....(Regional)
2019 – Heathwood Hall Episcopal (Regional)
2019 – St. James – Santee .....(Regional)
2019 – Ten Oaks ..... (Regional)
2019 – Chapin ..... (State)
2020 – Chapin ..... (Regional)
2021 – Kingstree Middle Magnet . (Regional)
2022 – GREEN Charter..... (Regional)
2022 – JET Middle ..... (Regional)
2022 – Whittemore Park Middle .. (Regional)
2022 – Chapin Middle..... (State)
2023 – Palmetto Academy..... (Regional)
2023 – Chapin Middle..... (Regional)
2023 – Dent Middle..... (State)
2024 – Daufuskie Island ..... (Regional)
2024 – Dent Middle..... (Regional)
2024 – Jackson STEM..... (Regional)
2024 – Heyward Gibbes Middle..... (State)

INTRODUCTION TO THE MOCK TRIAL COMPETITION

Mock Trial is sponsored by the South Carolina Bar's Law Related Education Division (LRE). South Carolina public, private, and charter schools, as well as homeschooled students throughout the state are invited to participate in this competitive program at either the middle or high school level. Each participating school enters a team ideally composed of 16 or more students (and a minimum of six students) and requires a teacher-coach sponsor. SC Bar LRE assists in locating attorney coaches to help teams prepare for the competition and provides teams with the case materials, the competition handbook, and other competition materials on the SC Bar website at www.scbar.org/lre.

The Mock Trial season consists of regional competitions with a culminating state competition at the middle school level.

Teams are officially assigned to a region after the drop date assigned for each level. Once a team is assigned to a region, the team cannot switch regions without the approval of the LRE Director. *(Regions are subject to be split based on courthouse capacity, and the number of teams in a region.)*

Competition Schedule for Middle Schools:

Middle School Mock Trial Competition Schedule

- Regionals .....Saturday, November 15, 2025
- State..... Friday and Saturday, December 5-6, 2025

GOALS

The goals of this program are first and foremost to educate South Carolina students about the basis of our American judicial system and the mechanics of litigation. The program also serves to build bridges of cooperation, respect and support between the community and the legal profession. Through participation in the Mock Trial program, students increase important skills of listening, speaking, writing, reading and analyzing. All participants are encouraged to keep in mind the goal of Mock Trial is to learn and understand the meaning of good citizenship through participation in our system of law and justice.

Students

Your participation in Mock Trial will allow you to experience what it is like to prepare for and present a case before a presiding judge and scoring judges. As you prepare, you will sharpen public speaking and presentation skills. The greatest benefit is the opportunity to learn how the legal system works. Your interaction with some of South Carolina's finest attorneys and judges in a professional setting will give you insight to the different interpretations of trial procedure and litigation styles used in the legal arena.

Teacher Coaches, Attorney Coaches, and/or Judges

Your contribution of time and talent opens up opportunities to South Carolina students.

Your participation is a key element to the success of this program. All coaches should obtain and follow their school's policy on adult/student interaction.

DISCUSSION FORUM

The Mock Trial Discussion Forum is a place to post questions concerning the content of the case materials, the competition rules, and the competition itself. The Discussion Forum is accessible through the LRE website. Click Here for Discussion Forum

The link above opens a registration/login page for the Discussion Forum. It can take up to 48 hours to gain access once registered. Responses posted to the questions could change the case materials, and/or competition specifics that apply on competition day. The Discussion Forum closes 10 business days prior to each competition.

HAVE MOCK TRIAL QUESTIONS?

Attorney Coach Needed ..... Donald N. Lanier
Case ..... Ask on Discussion Forum
Competition ..... Ask on Discussion Forum or Contact Donald N. Lanier
Concerns ..... Donald N. Lanier
Credit Card Payment Portal ..... Online form
Downloading Materials ..... Donald N. Lanier
Forms ..... Marian Kirk
Forum Registration ..... Donald N. Lanier
General Questions ..... Donald N. Lanier
Invoices on Tabroom ..... Donald N. Lanier
Registration ..... Marian Kirk
Tabroom Questions/Completion, etc. ..... Donald N. Lanier
Mock Trial Training Registration ..... Marian Kirk

LAW RELATED EDUCATION OFFICE ..... (803) 252-5139

Donald N. Lanier, LRE Director ..... dlanier@scbar.org
Marian Kirk, Mock Trial Manager ..... mkirk@scbar.org

2025 Middle School Mock Trial Case:

CASE INTRODUCTION

Avery B. Pince, real estate developer and owner of ABP Developers, Inc., had a prime piece of property on Main Street in East Jasper, South Carolina. The post-pandemic idea was to create a new office building with auditorium conference space, an open office second floor, and traditional offices on the third floor. ABP Developers put the ambitious plan out for bid, and Maldonado Construction, LLC won the bid. The project was finished before the deadline, but at final inspection, cracks in the walls and floor of the building were found. Because the certificate of occupancy was not issued, the building could not be occupied. ABP Developers alleges that Maldonado Construction failed to adhere to the necessary construction practices, leading to structural issues. Maldonado Construction counters that they followed the plans that were provided and that the alleged issues are due to design flaws. This bifurcated case addresses who is responsible for the defects in the 30,000 square feet of office space and leaves the question of monetary damages to be decided.

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The introduction is background material for informational purposes only.
It is not to be considered part of the case materials.

****

COMPLAINT

(A Complaint is the document the Plaintiff files with the court to start a lawsuit.
It contains the Plaintiff's version of the facts of the case.
The Plaintiff must prove the facts in the case. It is up to the jury to decide the facts.)

ANSWER

(An Answer is the document the Defendant files in response to the Complaint.
The Defendant must address each of the points in the Complaint
and give his/her version of the facts.)

AND

COUNTERCLAIM

(A Counterclaim may be included in the Defendant's Answer and essentially acts like a responsive Complaint back against the Plaintiff. The Counterclaim does not require a Summons because it is included in the Defendant's responsive pleading. The Counterclaim includes the Defendant's version of the facts of this part of the case and requires the Defendant to prove these facts the same way that the Plaintiff must prove the facts of their Complaint against the Defendant. The Plaintiff must address each of the points in the Counterclaim in a responsive Answer.)

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc.	)	
	)	
Plaintiff,	)	**SUMMONS**
vs.	)	
	)	
Maldonado Construction, LLC	)	**JURY TRIAL REQUESTED**
	)	
Defendant.	)	
	)	

YOU ARE HEREBY SUMMONED and required to answer the Complaint in this action, a copy of which is herewith served upon you, and to serve a copy of your Answer to the Complaint on the undersigned at their office located at 950 Laurelhurst Drive, East Jasper, within thirty (30) days after the service hereof upon you, exclusive of the day of such service; and if you fail to answer the Complaint within the time aforesaid, the Plaintiff will apply to the Court for the relief demanded in the Complaint.

Respectfully submitted,

Sanders and Associates, PA

Sara R. Sanders

Sara Renee Sanders
S.C. Bar Number: 123A456C
Attorney for the Plaintiff
950 Laurelhurst Drive
East Jasper, S.C. 29900

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc.	)	
	)	
Plaintiff,	)	**COMPLAINT**
vs.	)	(BREACH OF CONTRACT & NEGLIGENCE)
	)	
Maldonado Construction, LLC	)	**JURY TRIAL REQUESTED**
	)	
Defendant.	)	
	)	

Comes now the Plaintiff, ABP Developers, Inc. (hereinafter "Plaintiff"), and states as follows:

PARTIES, JURISDICTION, AND VENUE

1. Plaintiff ABP Developers, Inc. is a corporation organized and existing under the laws of South Carolina with its principal place of business in Taylor County, South Carolina.

2. Defendant Maldonado Construction, LLC is a limited liability company authorized to conduct business, and doing business, in the State of South Carolina, with its principal office located in Taylor County, South Carolina.

3. Jurisdiction and venue are proper in Taylor County because the subject matter of this action arose therein and the Defendant conducts business within this jurisdiction.

FACTUAL ALLEGATIONS

4. In August 2022, Plaintiff began planning for the construction of a new office building located in East Jasper, Taylor County, South Carolina.

5. On December 1, 2022, Plaintiff and Defendant entered into a written contract under which Defendant agreed to construct the office building according to specified plans provided by Plaintiff.

6. Between December 2022 and March 2023, Defendant prepared the site for construction.

7. On April 1, 2023, Defendant commenced vertical construction of the building with an expected completion date of April 1, 2024.

8. Construction phase inspections were conducted by the city inspector Corley Toomey in accordance with standard practices, including inspections on June 15, 2023 (site work and foundation); October 5, 2023 (superstructure/framing); January 6, 2024 (rough-in systems); February 1, 2024 (building envelope); March 6, 2024 (interior finishes); and March 15, 2024 (final systems inspection). During these inspections, no defects or problems were identified.

9. Construction was completed on or about March 26, 2024.

10. On April 1, 2024, during the final inspection necessary to receive the Certificate of Occupancy for the office building, city inspector Corley Toomey conducted a final inspection to review the completed building and discovered cracks in the walls and flooring that pointed to problems with the structural integrity of the building, and are therefore structural defects. Discovery of this issue required some knowledge by someone with some construction experience beyond the knowledge of the average citizen. These concerns were provided in written form to all parties. As a result of the failed final inspection, the City was not able to issue a Certificate of Occupancy for the building.

11. Plaintiff alleges that these defects are due to Defendant's failure to adhere to construction standards and industry guidelines as required by the contract, resulting in structural deficiencies.

12. Due to the defective construction, East Jasper did not issue the final Certificate of Occupancy. Plaintiff has been unable to lease the commercial space in the building, resulting in lost rental income. Plaintiff is further damaged because Plaintiff will incur significant financial expenses to repair the construction defects.

FOR A FIRST CAUSE OF ACTION – BREACH OF CONTRACT

13. Plaintiff incorporates paragraphs 1 through 12 as if fully set forth herein.

14. Defendant entered into a valid and enforceable contract with Plaintiff to construct the building in a workmanlike manner and in compliance with applicable construction standards.

15. Defendant breached the contract by failing to construct the building in compliance with the applicable standards, specifications, building code, and in compliance with the plans and specifications resulting in structural defects.

16. As a direct and proximate result of Defendant's breach, Plaintiff has suffered damages, including loss of rental income and future repair costs.

FOR A SECOND CAUSE OF ACTION – NEGLIGENCE

17. Plaintiff incorporates paragraphs 1 through 16 as if fully set forth herein.

18. Defendant owed Plaintiff a duty to perform construction services with reasonable care, skill, and diligence consistent with industry standards.

19. Defendant negligently failed to adhere to these standards. This negligent conduct is the proximate cause of the structural defects in the building.

20. As a direct and proximate result of Defendant's negligence, Plaintiff has sustained damages, including loss of rental income and future repair costs necessary to maintain the value and usability of the property.

WHEREFORE, Plaintiff respectfully requests that this Court:

a) Enter judgment against Defendant for breach of contract and negligence;
b) Award Plaintiff compensatory damages, including but not limited to repair costs, lost rental income, and any other damages proven at trial;
c) Award Plaintiff costs of this action, including attorney's fees if permitted by law;
d) Grant such other and further relief as the Court deems just and proper.

Sanders and Associates, PA

Sara R. Sanders

Sara Renee Sanders
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Post Office Box 3423
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East Jasper, South Carolina
July 2, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc.	)	
	)	
	)	
Plaintiff,	)	**DEFENDANT'S ANSWER AND**
vs.	)	**COUNTERCLAIM**
	)	
Maldonado Construction, LLC	)	**(JURY TRIAL DEMANDED)**
	)	
Defendant.	)	
	)	

Defendant, Maldonado Construction, LLC ("Defendant"), by and through its undersigned counsel, hereby responds to the Complaint filed by Plaintiff ABP Developers, Inc. ("Plaintiff") as follows:

GENERAL DENIAL

1. Defendant denies each and every allegation, statement, and claim contained in Plaintiff's Complaint except as expressly admitted herein.

SPECIFIC RESPONSES TO ALLEGATIONS

2. Upon information and belief, Defendant admits the allegations of Paragraph 1.

3. Defendant admits the allegations of Paragraphs 2 and 3.

4. Defendant has no information as to the allegations of Paragraph 4 and demands strict proof thereof.

5. Defendant admits the allegations of Paragraph 5.

6. Defendant admits the allegations of Paragraphs 6, 7, 8, and 9.

7. Defendant admits only that an inspection was conducted as alleged in Paragraph 10. Defendant denies all other allegations of Paragraph 10, denies the cracks were a "structural defect," and demands strict proof thereof.

8. Defendant denies the allegations of Paragraph 11, and demands strict proof thereof.

9. In response to Paragraph 12, Defendant admits only that the Certificate of Occupancy has not been issued. Defendant denies all remaining allegations of Paragraph 12 and demands strict proof thereof.

10. In response to Paragraph 13, Defendant realleges its responses in Paragraphs 1 through 9 above.

11. In response to Paragraph 14, Defendant admits only that it completed construction of the subject building in a workmanlike manner.

12. Defendant denies the allegations in Paragraphs 15 and 16, and demands strict proof thereof.

13. In response to Paragraph 17, Defendant realleges its responses in Paragraphs 1 through 12 above.

14. Defendant admits the allegations of Paragraph 18.

15. Defendant denies the allegations of Paragraphs 19 and 20, and demands strict proof thereof.

16. Defendant denies that Plaintiff is entitled to the requested relief contained in the unnumbered "wherefore" paragraph, including subparts "a" through "d."

FOR A FIRST DEFENSE
(Sole Negligence of Plaintiff)

17. Further answering the Complaint, Defendant alleges that, if any defects exist, such defects are the result of design flaws or errors by the structural engineer or other third parties, and not due to any act or omission by Defendant. Defendant alleges that any damages sustained by Plaintiff were due to and solely occasioned by the negligence of Plaintiff.

FOR A SECOND DEFENSE
(Comparative Negligence – More than 50%)

18. Further answering the Complaint, Defendant alleges that any damages sustained by Plaintiff were caused by the negligence or willfulness of Plaintiff combining, concurring, and contributing with the negligence or willfulness, if any, on the part of Defendant. Because Plaintiff's negligence or willfulness is greater than the alleged negligence or willfulness of Defendant, Plaintiff is barred from recovery against Defendant.

FOR A THIRD DEFENSE, AND BY WAY OF COUNTERCLAIM
(Breach of Contract)

19. Defendant and Plaintiff entered into a binding written construction contract on December 1, 2022, with a total contract price owed to Defendant upon completion of the construction of a new office building located in East Jasper, Taylor County, South Carolina in the amount of $9,615,375.

20. Although Plaintiff paid Defendant for periodic payment draws on or around June 15, 2023; January 6, 2024; February 1, 2024; and March 5, 2024; Defendant has not paid the final

draw and continues to refuse to pay the final draw, the final ten percent (10%) owed Defendant.

21. Pursuant to the underlying contract, Plaintiff was required to and in fact promised to pay Defendant in full for its work upon completion of the construction of the new office building located in East Jasper.

22. Defendant completed its work on the new office building located in East Jasper by the completion date listed in the contract. In fact, Defendant completed its work on or about March 26, 2024, which is four days before the contractual set completion date.

23. Defendant has fully complied with the terms of the contract and has delivered a final and complete new office building located in East Jasper.

24. Despite Defendant having complied with its contractual obligations, Plaintiff is in breach and continues to refuse to pay Defendant the balance of the construction costs owed under the same written construction contract.

25. Defendant has been damaged by Plaintiff's breach is owed a balance of $961,537.50 plus all legally applicable interest incurred on the balance owed.

WHEREFORE, Defendant respectfully requests that this Court:

a) Dismiss Plaintiff's Complaint with prejudice;

b) Award Defendant its costs and attorneys' fees incurred herein, if permitted by law;

c) Award a judgment on Defendant's counterclaim for breach of contract for the total amount due under the terms of the contract plus all pre-judgment and post-judgment interest owed; and

d) Grant such other and further relief as the Court deems just and proper.

Mitchell and McAbee, LLC

Allison Mitchell

Allison Mitchell
S.C. Bar Number: 547G621F
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East Jasper, South Carolina
July 30, 2025

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc.	)	
	)	
Plaintiff,	)	**PLAINTIFF'S ANSWER TO THE COUNTERCLAIM**
vs.	)	
	)	
Maldonado Construction, LLC	)	
	)	
Defendant.	)	

1. Paragraphs 1 through 18 of Defendant's Answer and Counterclaim are Defendant's response to the original Complaint and requires no response. To the extent a response is required, Plaintiff reasserts the allegations of its Complaint and denies all allegations inconsistent thereof.

2. In response to Paragraph 19, Plaintiff admits that it and Defendant entered into a construction contract for the construction of a new office building located in East Jasper, South Carolina.

3. In response to Paragraphs 20 and 21, Plaintiff admits only that it has paid the first four draw requests by Defendants in full, but denies that Defendant is entitled to any additional draws because Defendant has waived any additional payments due to Defendant's breach of the underlying contract.

4. Plaintiff denies Paragraphs 22 through 25 and demands strict proof thereof.

WHEREFORE, having answered Defendant's Counterclaims, Plaintiff respectfully requests that this Court:

a) Dismiss Defendant's Counterclaim with prejudice;

b) Grant Plaintiffs claims alleged in the original Complaint in full;

c) Award Plaintiff its costs and attorneys' fees incurred herein, if permitted by law; and

d) Grant such other and further relief as the Court deems just and proper.

Sanders and Associates, PA

Sara R. Sanders

Sara Renee Sanders
S.C. Bar Number: 123A456C
Attorney for the Plaintiff
Post Office Box 3423
East Jasper, S.C. 29900

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc.	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
Maldonado Construction, LLC	)	**STIPULATIONS**
	)	
Defendant.	)	
	)	

The parties agree and stipulate to the following:

1. This case is governed by the laws of the state of South Carolina.

2. There are no defects in the pleadings. The Defendant has properly appeared and answered and the Plaintiff has properly answered the Counterclaims asserted by the Defendant. The Court has jurisdiction over the parties. All questions of fact are being submitted to the jury. Questions of law will be decided by the Court. No law may be argued other than what is contained in the Jury Charges in the case materials.[1]

3. This case has been bifurcated (separated). The only matter to be decided in this trial is liability. Damages, if any, will be decided at a later proceeding. *[i.e., not part of Mock Trial]*

4. The Counterclaim has been bifurcated (separated) as well. The only matter to be decided in this trial is the liability of the principal Complaint. The damages question raised in the Counterclaim will be addressed at a later time.

5. All exhibits included in the case materials are authentic and accurate copies of the originals. No objections to the authenticity of the exhibits will be entertained. Both parties retain the right to make objections to the exhibits other than to an exhibit's authenticity. The only exhibits to be used at the trial are those included in the case materials provided by the South Carolina Bar.

6. The signatures on the witness statements and all other documents are authentic and the statements were signed under oath by each witness.

[1] This means no additional legal research may be presented at the Mock Trial proceedings.

7. No witness may be examined or cross-examined as to the contents of anything not included in the case materials. This includes, but is not limited to, information found on the internet, social media, books, magazines, and/or other publications.

8. The charge of the Court is accurate in all respects, and no objections to the charge will be entertained.

9. Witnesses who reference an exhibit in their affidavits are familiar with the contents of the entire referenced exhibit.

10. Harold Raines is not available as a witness. References about him in affidavits are not in question and are factually correct.

11. The only relevant sections of the plans are Exhibits #1 and 2.

12. The Court is not requiring the Plaintiff to elect their remedy prior to jury deliberations, so both the Breach of Contract and Negligence claims will be submitted to the jury for deliberations.

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc.,	)	
	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
Maldonado Construction, LLC	)	**JURY INSTRUCTIONS**
	)	
Defendant.	)	
	)	

Note:
Jury instructions are NOT to be read to the jury on the day of the Mock Trial Competition.

The following jury instructions have been approved by the Court.

A. Bifurcated Trial

The parties agree the only issue to be decided is liability. If liability is found, the parties agree to have a separate hearing to decide damages. This means you will decide only the liability in this trial and you are not to consider the amount awarded, if any.

B. The Jury: Finders of the Facts

Under our Constitution and Code of Laws, only you the jury can make the findings of fact in this case. I am not permitted to tell you how I feel about the evidence presented. And, throughout this trial, I have intended to be fair and impartial toward each of the parties involved.

To determine the facts in this case, you will have to evaluate the credibility – or believability – of the witnesses. You are the sole judges of the credibility of the witnesses. In considering their credibility, you may take into consideration many things, such as:

1. Your impression of the appearance and manner of the witness on the stand, sometimes referred to as the demeanor of the witness.
2. Was the witness forthright or hesitant?
3. Was the witness's testimony consistent or did it contain discrepancies?
4. How did the witness come to know the facts about which he or she testified?
5. Did the witness have a cause or a reason to be biased and prejudiced in favor of the

testimony he or she gave?

6. Was the testimony of the witness corroborated or made stronger by other testimony and evidence or was it made weaker or impeached by such testimony and evidence?

You can believe as much or little of each witness's testimony as you think proper. You may believe the testimony of a single witness against that of many witnesses – or just the opposite.

Of course, you do not determine your verdict merely by counting the number of witnesses presented by each side.

C. Expert Testimony

You have also heard the testimony of witnesses who have special knowledge, skill, experience, training, or education in the field of a particular profession or occupation who gave their opinions as experts about matters in which they are skilled. In determining the weight to be given such an opinion, you should consider the qualifications and credibility of the experts and the reasons given for their opinions. You are not bound by such opinions. Give them the weight, if any, to which you deem them to be entitled.

D. Circumstantial Evidence

There are two types of evidence generally presented during a trial – direct evidence and circumstantial evidence. Direct evidence is the testimony of a person who asserts or claims to have actual knowledge of a fact, such as an eyewitness. Circumstantial evidence is proof of a chain of facts and circumstances indicating the existence of a fact in issue. The law makes absolutely no distinction between the weight or value to be given to either direct or circumstantial evidence. Nor is a greater degree of certainty required of circumstantial evidence than of direct evidence. You should weigh all the evidence in the case when arriving at a verdict.

E. The Judge: Instructor of the Law

The same constitution and laws that make you the finders of the facts also make me the instructor of the law. You must accept the law as I give it to you. If I am wrong, there is another place and time for that error to be corrected. But for now, you must accept the law as I give it to you. I caution you that it does not mean what you think the law should be, but what I tell you it is. *[For Mock Trial, there is no appeal.]*

F. Elements of a Cause of Action

To state a cause of action against a Defendant, the law requires a Plaintiff to set out in the Complaint the essential claims that make up the Cause of Action. The causes of action in this Complaint are Negligence, Comparative Negligence, and Breach of Contract. In the Complaint, the Plaintiff in this action has set forth the essential elements of each cause of action, each of which is denied by the Defendant.

G. Defenses

In its Answer to the Plaintiff's Complaint, the Defendant has set forth various defenses. The Defendant admits the truthfulness of certain claims, such as the date of the occurrence, but denies each and every claim that would make Defendant responsible for the Plaintiff's injuries.

By doing this, the Defendant placed upon the Plaintiff the burden of proving those necessary elements.

In addition to this general defense, the Defendant put forth affirmative defenses to the particular Causes of Action. The burden is on the Defendant to prove those affirmative defenses.

H. Burden of Proof

Plaintiff has the burden of proof. Plaintiff must meet this burden by proving the claims by the preponderance – or the greater weight – of the evidence. So, what do we mean by the greater weight of the evidence? Simply this, imagine a traditional set of scales. When the case begins, the scales are even. After all the evidence has been presented, if the scales should remain even, or if they should tip ever so slightly in favor of the Defendant, then the Plaintiff will have failed to meet the burden of proof, and your verdict should be for the Defendant.

If, on the other hand, those scales tip – no matter how slightly – in favor of the Plaintiff, then the Plaintiff will have met the burden of proof, and your verdict would be for the Plaintiff.

The Defendant has the burden to prove its affirmative defenses by the preponderance of the evidence.

Of course, there is no way to weigh evidence, except through the exercise of your good common sense and judgment. It is entirely a mental process. The evidence you should give the most weight to is that which convinces you of its truth, regardless of the source from which it comes.

I. Impartial Jury

You have been sworn to give both parties in this case a fair and impartial trial. When you have done so, you will have complied with your oath and no one will have a right to criticize your verdict. You must not be influenced by opinions or expressions of opinion you might have heard outside of this courtroom, but must base your verdict only on the testimony of the sworn witnesses who took the stand, along with the other evidence introduced during the trial.

You must not be swayed by caprice, passion, prejudice, or improper sympathy for or against either party in this case. Remember, you have no friends to reward or enemies

to punish. Both parties are entitled to a fair and impartial trial at your hands.

J. Breach of Contract

To recover for a breach of contract, the plaintiff must establish three elements by the preponderance of the evidence:

1) a binding contract entered into by the parties;
2) breach or unjustifiable failure to perform the contract; and
3) damage suffered by the plaintiff as a direct and proximate result of the breach.

A binding, valid contract must exist for there to be a cause of action for breach of contract. The plaintiff must prove each element of the contract sued on. However, in this case both the Plaintiff and the Defendant agree that the underlying contract was entered into and binding on them both. The parties disagree over who is responsible for the alleged breach of contract. Therefore, I instruct you that the first element of the breach of contract has been met and you, the jury, need only determine whether the alleged breach was justified.

K. Negligence

This is an action in which the Plaintiff claims to have suffered injuries to his/her property for which the Defendant is responsible in damages.

There are three essential elements of the Plaintiff's cause of action. They are denied by the Defendant's answer. Since the Plaintiff has initiated and brought this lawsuit against the Defendant, the burden of proof is upon the Plaintiff to establish all three by the greater weight or preponderance of the evidence:

1) That the Defendant was negligent or careless and/or reckless, willful or wanton, in one or more of the particulars of wrongful conduct alleged in the complaint;
2) That the Plaintiff was injured or damaged on his/her person or property or both;
3) That the Defendant's negligence or carelessness and/or recklessness, willfulness, and wantonness, in one or more of the particulars as alleged in the complaint, was the proximate cause of the Plaintiff's injuries.

What is negligence? Negligence is defined in the law as the absence of due (or ordinary) care. The word carelessness conveys the same idea as negligence. Negligence is the breach of a duty of care owed to the Plaintiff by the Defendant. Negligence is the failure, by omission or commission, to exercise due care as a person of ordinary reason and prudence would exercise in the same circumstances. It is the doing of some act that a person of ordinary prudence would not have done under similar circumstances or failure to do what a person of ordinary prudence would have done under similar circumstances. In determining whether a particular act is negligent, the test you apply is what a person of ordinary reason and prudence would do under those circumstances at that time and place.

It is the Plaintiff's responsibility to prove the Defendant was negligent in one or more of the particulars as alleged in the Complaint. It is not required that the Plaintiff prove them all, but it is absolutely essential that the Plaintiff prove at least one. Otherwise, you would be required to find a verdict for the Defendant.

Negligence is a fact that, like any other fact in the case, must be proved. The mere happening of an accident, or the filing of a complaint, or the fact that damages have been sustained, raises no presumption of negligence. A surmise or conjecture (an opinion without evidence) that the Defendant was negligent is not evidence thereof. The bare fact that an innocent party sustained injury or damage does not place any responsibility on another party unless you find that there was some act of negligence on the part of that party that caused the injury or damage.

If you find the Plaintiff proved the Defendant was negligent (and/or reckless, willful, and wanton), then your next inquiry would be whether the Plaintiff proved such negligence was the proximate cause of the injury or damage. Negligence is not actionable unless it proximately causes the Plaintiff's injuries. A Plaintiff may only recover for injuries proximately caused by the Defendant's negligence.

Even if you should find the Plaintiff proved the Defendant was negligent (or reckless, willful, and wanton), but failed to prove such negligence (or recklessness, willfulness, and wantonness) was a proximate cause of the injury, the Plaintiff would have failed to make out his/her case and you would be required to find for the Defendant. However, if the Plaintiff proved these two propositions, then it would be necessary for him/her to prove his/her damages.

L. Negligence – Proximate Cause

Negligence is not actionable unless it proximately caused the Plaintiff's injuries. Proximate cause is the efficient or direct cause of an injury.

Proximate cause requires proof of both causation in fact and legal cause. Causation-in-fact is proved by establishing the Plaintiff's injury would not have occurred "but for" the Defendant's negligence. Legal cause is proven by establishing foreseeability.
The touchstone of proximate cause in South Carolina is foreseeability. That is, foreseeability of some injury from a negligent act or omission is a prerequisite to its being a proximate cause of the injury for which recovery is sought. The test of foreseeability is whether some injury to another is the natural and probable consequence of the complained-of act. The Defendant may be held liable for anything that appears to have been a natural and probable consequence of his/her negligence.

Foreseeability is not determined from hindsight, but rather from the Defendant's perspective at the time of the incident.

The law requires only reasonable foresight. When the injury complained of is not reasonably foreseeable in the exercise of due care, there is no liability. The Plaintiff does not need to demonstrate that the Defendant should have foreseen the particular event that occurred but merely that the Defendant should have foreseen his or her negligence would probably cause injury to someone. Negligent conduct is the proximate cause of injury if that injury is within the scope of the foreseeable risks of the negligence.

While it is not necessary that the Defendant must have contemplated or could have anticipated the particular event which occurred, liability cannot rest on mere possibilities. The Defendant cannot be charged for that which is unpredictable or that which could not be expected to happen. The Plaintiff, therefore, proves legal cause by establishing the injury in question occurred as a natural and probable consequence of the Defendant's negligence. In determining whether a consequence is natural and probable, the Defendant's conduct must be viewed in the light of the attendant circumstances.

Proximate cause does not mean the sole cause. The Defendant's conduct can be a proximate cause if it was at least one of the direct, concurring causes of the injury. The law defines proximate cause of an injury to be something that produces a natural chain of events which, in the end, brings about the injury. In other words, proximate cause is the direct cause, without which the injury would not have occurred. If the accident would have happened as a natural and probable consequence, even in the absence of the alleged breach, then the Plaintiff has failed to demonstrate proximate cause.

Further, where the cause of the Plaintiff's injury may be as reasonably attributed to an act for which the Defendant is not liable as to one for which the Defendant is liable, the Plaintiff has failed to carry the burden of establishing that his/her injuries were the proximate result of the Defendant's negligence.

M. Comparative Negligence

The Defendant claims the Plaintiff's own negligence proximately caused the Plaintiff's damages. If you find the Defendant was negligent, you must then decide whether the Plaintiff was also negligent. The Defendant must prove by preponderance, or greater weight, of the evidence that the Plaintiff breached a duty of care and that breach proximately caused the Plaintiff's damages. The same law I told you to use in deciding whether the Defendant was negligent should be used in deciding whether the Plaintiff also was negligent.

If you find the negligence of both the Plaintiff and the Defendant proximately caused the Plaintiff's damages, you must then decide how much the Plaintiff's negligence contributed to the Plaintiff's damages and how much the Defendant's negligence contributed to the Plaintiff's damages. In deciding the percentages of negligence of the

Plaintiff and the Defendant, you may consider, among other things, the following factors:

1. Whether each party's conduct was only inadvertent or whether it was engaged in with an awareness of the danger involved;
2. The magnitude of the risk created by each party's conduct, including the number of persons endangered and the possible severity of the harm;
3. The significance of the goal that each party was trying to reach and the need to achieve the goal in that manner;
4. Each party's capabilities and abilities to realize and eliminate the risk involved;
5. The particular circumstances confronting each party at the time the conduct occurred, such as the existence of an emergency requiring a quick decision;
6. The relative closeness of the causal relationship between the negligent conduct of the Defendant and the harm to the Plaintiff; and
7. Whether the conduct of either party involved a violation of a safety statute or regulation.

N. Verdict Form

Now, your possible verdicts in this case will be outlined in the jury verdict form. On each of these questions, your decision must be unanimous-that is, it must be agreed to by all of you.

Again, since the trial of this case has been bifurcated, you, the jury, are only asked at this time to render a verdict regarding the liability alleged in this case. You are asked to fill out the verdict form completely. Do not deliberate or concern yourself about the amount of damages that may be awarded as the damages question will be addressed separately, later.

O. Verdict

The foreperson will preside over the deliberations of the jury. When you have reached a verdict, you may knock on the door and we will take the verdict. Of course, if you have any questions before that, also knock on the door and we will take your questions-whether verbally or in writing.

Please retire now to the jury room; however, do not begin deliberations until you are instructed to do so. There are some matters I must first take up with the attorneys.

IT IS SO ORDERED, this day of this round of the Mock Trial competition.

Presiding Judge

The Honorable Presiding Judge

STATE OF SOUTH CAROLINA	)	IN THE COURT OF COMMON PLEAS
	)	
COUNTY OF TAYLOR	)	Case No. 2025-CP-47-1701
	)	
ABP Developers, Inc	)	
	)	
Plaintiff,	)	
vs.	)	
	)	
Maldonado Construction, LLC	)	**JURY VERDICT FORM**
Defendant.	)	
	)	

FOR THE FIRST CAUSE OF ACTION: BREACH OF CONTRACT

1. **Did the defendant breach the terms of the construction contract?**
   YES NO

   If you answered no, please stop your deliberations on this case of action and proceed to Question 3 below.

   If you answered yes, proceed to Question 2.

2. **Did the Plaintiff suffer a monetary damage?**

   YES NO

   If you answered no, please stop your deliberations on this case of action and proceed to Question 3 below.

   If you answered yes, proceed to Question 3.

FOR THE SECOND CAUSE OF ACTION: NEGLIGENCE

3. **Was the Defendant negligent?**

   YES NO

   If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.
   If you answered yes, proceed to Question 4.

4. **Was the Defendant's negligence the proximate cause of the Plaintiff's damages?**

   YES NO

If you answered no; please stop your deliberations, sign the Jury Verdict Form, and notify the bailiff.

If you answered yes, proceed to Question 5 below.

5. **If you indicated yes to questions 3 and 4 above, indicate the percentage of each party's negligence that proximately caused the Plaintiff's injuries. (The percentages must add up to one hundred percent.)**

Defendant's Negligence		%
Plaintiff's Negligence		%
Total Negligence	**100**	**%**

_____

Foreperson

WITNESS LISTING

PLAINTIFF	
Avery B. Pince	Plaintiff – Owner, ABP Developers
Kendall Ramirez	Structural Engineer
Corley Toomey	Senior City Inspector

DEFENSE	
Jess Maldonado	Defendant – Owner, Maldonado Construction
Nico Styles	Architect
Riley Johnson	Bank Inspector

Affidavit of
Avery B. Pince (Plaintiff, Owner ABP Developers, Inc.)

1. My name is Avery B. Pince. I am 40 years old. I was born and raised in East Jasper, SC. I reside at 926 Vista Lane in East Jasper, SC, with my spouse and 2 children. I earned a Bachelor's degree in Business Administration from Coastal Carolina University, with a concentration in Real Estate Development.

2. I have been fascinated with real estate development for as long as I can remember. I have a keen sense of what developments will succeed in the market. This is especially true in my hometown of East Jasper. As a teenager, I would look at an empty lot in East Jasper and think about what type of business would thrive there. History has almost always proved me to be right. Many people would call me a "go-getter." In fact, my class at East Jasper High School voted me "Most Likely to Succeed."

3. After college, I worked various jobs for a few years until I could get my foot in with a real estate development firm. Even though I'm a hard worker and very driven, it was not easy to convince real estate developers that a 20-something-year-old had something to offer! I finally got an entry-level position at a real estate development firm called East Jasper Development, and I spent the next 5 years working hard and learning the business from the ground up. I founded my own real estate development company, ABP Developers, Inc., 10 years ago with the goal of creating high-quality commercial spaces in East Jasper. I am proud to be a real estate developer and to own my own company. It's all I ever really wanted to do. I started ABP Developers right after I turned 30. At the time, I think I was the youngest real estate developer in South Carolina. Business at ABP Developers was a little slow for the first few years, but I can honestly say I am beginning to make an impact on my hometown. More importantly, there is still so much potential and opportunity for growth in this market. I am laser-focused on that growth. I can envision a day when many of the commercial buildings in downtown East Jasper will be ones I developed or helped to develop. I am now on pace to develop at least one to two new medium-sized office buildings every quarter, which

is a pretty good return for a small company and a good rebound after everything was shut down during the Covid pandemic.

4. I acquired the property at 10 Main Street in East Jasper for a steal in September 2020. The Covid pandemic was in full swing, everyone was working remotely, and people simply could not imagine a day when existing office space would again be fully utilized, let alone when there would be a need to build new office space. In those days, there were signs posted in elevators saying things like "No more than 2 occupants at a time." Can you imagine? I remember hearing stories about large office buildings in New York City where it would have taken days to get everyone out at that rate. Talk about a five o'clock rush hour!

5. I can understand why people did not have the vision to see the value of downtown property at the time. I was just glad to get a great deal on the property. As soon as I bought it, I started making plans for a new state-of-the-art commercial building that would be known as "10 Main." I knew the building would add to ABP Developers growing reputation for creating high-end Class A commercial office space in East Jasper. I was very excited to add this building to East Jasper's growing business district, and for everyone to know it was an ABP Developers building. Of course, I had to hold on to the property for a couple of years before it made sense to add new commercial space in East Jasper. I didn't mind, though, because I didn't have a lot of money tied up in it at that point.

6. Around August 2022, I began to get serious about starting the project. As I typically do, I solicited bids from a few contractors, and I received some good proposals. I selected Maldonado Construction because the proposal they submitted coincided with my vision for the property. I had never used Maldonado Construction before. Jess Maldonado, the owner, was the main reason I selected them. Jess seemed almost as excited about the building as I was. We clicked over our common passion for the respective companies we had built. Jess talked a good game about taking pride in his business and being very hands-on with the projects. Jess was also very confident Maldonado Construction could deliver the project on time and within the budget. I

even remember Jess's promise: "We don't just meet deadlines, we beat 'em!" The way Jess used that line, it sounded like a guarantee and not just a company slogan. I really thought Jess would be personally invested in making sure my project was completed professionally and on time. Boy, was I wrong. I think it was more important to "beat the deadline" than to do it right.

7. ABP Developers, Inc. contracted with Maldonado Construction, LLC to construct the new office building in East Jasper. We signed a contract on December 1, 2022. A copy of that contract has been marked as Exhibit #3. The contract sets forth the rather obvious expectation that construction will adhere to all applicable building codes, as well as standard industry practices. The contract also specifies that the building will be constructed in accordance with design plans provided by ABP Developers, which are attached as an exhibit to and are therefore part of the contract.

8. Our project at 10 Main was going to be very large for East Jasper. We were planning for approximately 30,000 square feet of space, as you can see from the building plans marked as Exhibit #2. The first floor included the lobby and multiple meeting spaces with the ability to open completely for large receptions and events. To keep costs down and to maintain a modern feel, we decided to keep the first floor natural concrete with a durable seal coat. The second floor was an open concept office space with easily adaptable wall partitioning as needed. The third floor was a traditional office space. With this concept, we could lease to a single large company or easily pivot and have multiple smaller clients rent out the space. The design plans were prepared for ABP Developers by professional architects and engineers with whom we have worked many times in the past. Our plans for 10 Main are marked as Exhibit #1. They are well respected in their fields, and we have never had a problem them. That said, design plans are not set in stone. That's why they call them "plans." It is the contractor's job to make sure the construction is done to code and in accordance with industry standards. If the plan is not right for the construction site for whatever reason, it is up to the contractor to inform me of any issues and to suggest modifications that will ensure a structurally sound building. Design changes during construction can be costly

and can push the completion date back, but that is better than the headache of trying to fix problems after the job is finished.

9. Shortly after the contract was signed, Maldonado Construction began preparing the site. That took a few months, and actual vertical construction began on April 1, 2023, with an expected completion date of April 1, 2024.

10. Construction seemed to go well. I usually stopped by the site 2 or 3 times a week just to check in and monitor building progress. It was an exciting time. There were no major delays, and I didn't notice anything that seemed unusual. Of course, I'm not a construction building expert, so I would have no way of knowing if they were cutting corners or failing to adhere to standard practices or building codes. Everything looked great on the surface, and interim inspections by the City Inspector, Corley Toomey gave me no cause for concern. A listing of the City Inspections completed has been marked as Exhibit #5, and I received an updated copy each time Inspector Toomey made an inspection.

11. There was one incident that I thought might delay completion of the building. When they were preparing the site, the crew found some old trash and debris from prior construction that had been buried over time. Jess called to let me know and assured me the crews would "work around the clock" to make sure they kept on track to meet the project deadline. They did, but who knows what corners they cut. On the call, Jess said I could come out along with my structural engineer to assess what they were doing to deal with the problem. It did not sound like a big deal to me, so I didn't set up a meeting to look at it along with the engineer. I keep having nightmares about construction crews building on concrete foundations that have not had time to properly dry and cure.

12. Another thing that surprised me during construction was that Jess Maldonado never seemed to be on site. At first, I thought it was a coincidence, that maybe I was just missing Jess because of all the different project sites Maldonado Construction was working on. I overheard one of the construction crew say that Jess was supervising six different jobs at the same time throughout South Carolina. One time I asked a crew

member if Jess was around. He smirked and said, "I think Jess is skiing in Utah." I thought he was joking, but a few weeks later I called Jess around 7:30 a.m. (construction starts early!). Jess sounded like I had woken him/her up and muttered "What time is it?" S/He shook it off quickly and we discussed some details of the project. I didn't really think much of it, but if Jess was still "skiing in Utah," that must have been a long vacation!

13. The building was completed on March 26, 2024. Initially, I was ecstatic that the job came in 4 days early. But that's when the problems started. The City Inspector, Corley Toomey, arrived to conduct a final inspection on April 1, 2024. The city inspector must pass the building in order to issue the Certificate of Occupancy (CO). Importantly, the building cannot be used until the CO is issued. Unfortunately, they found structural cracks in the walls and floors of the building! I was devastated when I got the news. I rushed to 10 Main to see for myself, and there they were. The cracks were obviously new. Neither I nor Inspector Toomey had observed anything like that in our previous time spent at the building site. Of course, the building failed its final inspection and is unoccupied to this day. Inspector Toomey provided a copy of the failed inspection report, which has been marked as Exhibit #6. I didn't need the report to know why the building failed final inspection! The cracks are really obvious as you can see in the photos marked as Exhibit #7.

14. Nothing like this has happened before in my 15 years as a real estate developer. Obviously, when you hire a contractor to build an office building, you expect that you will end up with a finished product that is safe and can be occupied. That is not the case here. Because the contract promised the building would be completed and usable by April 1, 2024, I had tenants scheduled to move into the space on July 1, 2024. This tenant occupancy date was chosen to leave some breathing room for possible delays and time to put the "finishing touches" on the building. The contract for getting tenants into the building has been marked as Exhibit #10, and a separate contract to host a wedding reception has been marked as Exhibit #11. No tenants have moved in. We can't lease commercial space in the building until the structural defects

caused by Maldonado Construction are fixed. I have not repaired the property myself because the estimated cost for the repairs marked as Exhibit #8 is too high. The Bank won't extend me additional capital on this job. I even asked Kendall Ramirez, the Structural Engineer helping me with this case, to give me an estimate of what it would cost me to prove the structural problems with the building, but his estimate as seen in Exhibit #9 is so close to the actual repair cost estimate that I could not justify essentially doubling the costs to investigate and then repair the building. Even worse from all of this, ABP Developers reputation – and my own personal reputation – have been damaged by Maldonado Construction's shoddy work. That building was going to be my pride and joy, but now it makes me sick to my stomach every time I drive by it, which is almost every day. I mean, I live here! It's embarrassing, and it's all because of Jess Maldonado and Maldonado Construction.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Avery B. Pince

Avery B. Pince

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

Anthony Roberts

Anthony Roberts, Notary Public
State of South Carolina
My Commission Expires: 10/24/30

Affidavit of
Kendall Ramirez (Structural Engineer)

1. My name is Kendall Ramirez. I'm a licensed structural engineer with my Professional Engineer (PE) license. I was born and raised in Charleston, SC. I am part of a family of engineers. My dad was also a structural engineer, while my mom and older sister were both mechanical engineers. I learned a lot just growing up and listening to discussions at the dinner table. While hearing Mom and Eliza talk about the ins and outs of brake design for Volvo cars, I knew I wanted to be involved in building beautiful structures that would be around for centuries to come if built right. Cars are cool, but they are short-lived. Dad designed things to be around forever, and I wanted to do that too.
2. High school was a breeze, and then I went on to earn my Bachelor of Science degree in Civil Engineering at the University of South Carolina in Columbia, SC. Following that accomplishment, I earned my Master's degree in Structural Engineering from Georgia Institute of Technology, in Atlanta, GA. Most of you know as Georgia Tech. After 5 years of practicing as a structural engineer, I passed the rigorous examination to become certified as a Professional Engineer. To become licensed, engineers must complete a four-year college degree, work under a Professional Engineer for at least four years, pass two intensive competency exams and receive a license from the SC Labor, Licensing, and Regulation (LLR) board. Then, to retain their licenses, PE's must continually maintain and improve their skills throughout their careers. This means taking continuing education classes from time to time for certification purposes. In addition to taking classes for credit, I have attended various industry programs where I received a certificate of attendance for programs like concrete structural reinforcement, incorporating fly ash into concrete pours, and the ABC's of pouring concrete in high-humidity environments. The last class was important living in South Carolina.
3. While preparing the designs for 10 Main, I paid particularly close attention to the requirements for the foundation of the building. If your foundation is too shallow, poured hastily, or built on poor, contaminated, or wet soil conditions, or not compacted properly, the foundation will shift and develop cracks. Depending on the severity of the cracks, the building can be deemed too hazardous to be occupied and it will fail inspection. Without

that inspection, a Certificate of Occupancy (CO) cannot be obtained from the local government, and essentially the building is worthless. I can't imagine anything more embarrassing than a building you cannot use, certainly for an engineer. A vacant building that can't be occupied is like a tombstone marking the end of your career. To prevent those problems, a best practices approach to the foundation wall can be seen as marked in Exhibit #2. In the design of 10 Main, we followed best practices design.

4. You can see the basic design and layout of 10 Main in what has been marked as Exhibit #1. In my design plans I emphasized that a close inspection of the soil should be made prior to excavating, including an analysis of how much rain falls during construction or other sources of water infiltration. This is one of the reasons why every construction site you will ever see has barriers to stop or change the flow of water across the construction site. Water can weaken the stability of the soil if proper measures aren't taken to add something to strengthen the soil. Too much or too little water can also cause problems with the proper curing of the concrete used in the foundations. Sometimes you will see people spraying water on fresh concrete in extremely hot areas like in South Carolina to help the concrete stay wet enough to cure properly.

5. Many issues with soil condition, compacting soil properly, and contamination of the build site, cannot be predicted in the plans for the building. The construction crew and their experts need to constantly monitor those issues as they happen in real time. In this case, old construction debris and burned trash were found during excavation. The contractor, Maldonado Construction, said they cleaned up and removed all debris. Regardless, when this debris was found and removed a new analysis and testing of the soil should have been performed. This testing would ensure there was no additional contamination, or changes in the water composition of the soil that would affect the concrete foundation pour. This inspection is the contractor's responsibility under the construction contract.

6. Any rush to "work around the clock" to remove the construction debris and trash, could lead to cutting corners on correcting soil conditions, properly compacting the soil, and insufficient time for the concrete to dry and cure properly. For example, if soil is not

compacted properly, the concrete foundations poured on soil that is too loose can settle unevenly. This settling will cause the foundation to shift and cause cracks in the floors and walls. Adding more weight onto a foundation that is already unstable increases the risk of cracks tremendously. As an example, a three-story commercial building will have a first-level slab 8 inches thick. At that depth, a square foot of concrete will weigh 100 pounds. For a total of 10,000 square feet on the first floor, just the concrete weighs one million pounds! This is why site preparation is so very important. Given the severity of the cracks, it is my professional opinion that the soil was not compacted enough for the footings and foundation to be poured. It does not appear that Maldonado Construction compacted the soil properly after it removed the construction debris that was found during the excavation process. Not enough care was taken to handle the weight of the building planned for the site. Clearly Maldonado Construction should have slowed down and worried more about the building process rather than the deadline. Commercial properties almost never get finished on time for reasons just like this.

7. Once the soil was determined to be contaminated, on-site calculations should have been adjusted to dig deeper. The foundations could be poured deeper to ensure the stability of the building. This would have protected against the cracks caused by the construction crew's faulty performance. My plans were correct based on the original information about the site and the soil composition that was originally determined. Discovering contamination during the sitework should have changed the design. If I had been informed of the new data because of the contamination, I would have been able to revise my foundation design. Contractors certainly have the ability and authority to make those adjustments and go deeper. Even if a contractor felt like they didn't, the site manager should immediately get in touch with the structural engineer to consult on changes.

8. Concrete needs time to settle, dry, and cure properly. When a crew is rushing to get a project finished, any shortcuts concerning the time needed for the concrete to dry and cure properly result in foundations that aren't strong and stable enough to do their job, holding the building steady so that it doesn't shift or move. Wall and floor cracks by

themselves may not be a significant problem; for example, cuts in driveways, sidewalks, or concrete slabs are examples of locations where cracks are allowed in areas where no structural problems will develop. These are called relief cuts and force the pressure to break in certain areas and in straight lines. In this case, cracks quickly developed from nothing to significant indicating that there is a severe flaw in how the foundation was laid. When cracks run diagonally and are unchecked, a foundation problem is present. The fact that Jess Maldonado boasts that they finish jobs early makes me certain the concrete was not given the proper amount of time to dry and cure. Therefore, the construction crew's haste in completing the project led to erecting the building on a foundation that wasn't prepared properly. While timetables and schedules are a wonderful thing, getting it right the first time is far more important. A building is supposed to be a permanent structure. As you can clearly see now, this building – without substantial additional work – is not. Maldonado Construction were provided a good set of plans and a site that was usable. They rushed, and Avery Pince suffered the consequences.

9. When I went to the site after the cracks were found, I talked to the city inspector, Corley Toomey. The cracks, as you can see in what has been marked as Exhibit #7, were obvious and significant. As the structural engineer on the project, I was provided with the city inspections list marked as Exhibit #5, and the failed inspection report marked as Exhibit #6. Corley told me there were no evidence of cracks in the building before the final inspection. We were talking about what could've gone wrong during the construction of the building. I said something along the line of I wish I knew - I would have told Maldonado Construction to dig deeper footings. That is absolutely true; if I had known Maldonado Construction had run into site preparation problems, I would have required footings to be deeper, and further ground preparation for the amount of concrete to be poured.

10. I reviewed the foundation repair estimate prepared by East Jasper Foundation Solutions and marked as Exhibit #8. I believe that it is the correct course of action for making the building viable for occupancy. This would of course be contingent upon some

additional testing of concrete core samples to verify that the concrete cured properly, and the only foundation issue is that of the soil compaction.

11. Avery Pince asked me to provide a cost estimate to perform a forensic examination of the ground floor of the office building to get eyes on the as-built condition of the structural footings and slabs. I completed the requested estimate as has been marked as Exhibit #9. To be conservative, I estimated that we only must reveal about 75% of the structural area to understand the actual as-built conditions of the property. I suggest the examination would just corroborate my opinions about the original construction problems. I offer no opinion on whether Avery Pince should have to pay for both the inspection and the repair of the property, since it is his money.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Kendall Ramirez

Kendall Ramirez

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

William Smith

William Smith, Notary Public
State of South Carolina
My Commission Expires: 12/08/27

Affidavit of
Corley Toomey (Senior City Inspector)

1. My name is Corley Toomey. I am 30 years old. I have lived in East Jasper, SC my whole life. My current address is 1221 Terrapin Place, Apartment 2. I used to have a roommate, but now it is just me and my cat. I have a bachelor's degree in construction management from Clemson University. While at school, I was required to intern at several construction companies, including Kendall Ramirez's engineering firm. In addition, I have earned certifications in building inspection and code enforcement. I have been employed by East Jasper as a Senior City Inspector for the last 5 years. In this role, I am responsible for ensuring compliance with local building codes and regulations. My responsibilities include conducting routine inspections of construction sites throughout East Jasper.

2. I take my job very seriously. I feel like I am the last defense against shoddy construction that can ruin people's lives. When I see stories on the news about buildings collapsing, like that condominium building in Florida a few years ago, I realize how important my job is – ensuring construction companies follow the rules and regulations to make sure every building is sound. Nothing like that will happen on my watch. I like to say that the building code is the minimum standard that a builder has to meet. I pay very close attention to the details, and my boss trusts me to do thorough investigations of the construction sites in East Jasper. I take a very methodical approach to my inspections, following inspection protocol every time to make sure I don't overlook anything. I am very observant and have been known to notice things that other inspectors have missed.

3. I conducted regular inspections of the construction site for 10 Main, during the construction phase. You can see the results of my inspections in the city inspections list, marked as Exhibit #5. Once a building permit is issued, it is up to the licensed contractor to contact the city to schedule periodic inspections. When construction reaches the point that an inspection is required, the contractor cannot continue the project until the building passes the inspection for that phase. For example, concrete cannot be poured until inspections are made and approved for the building's footings and foundation. If an initial inspection fails, the contractor must schedule a follow-up inspection. Failing the inspection results in a $300 fee, and an additional $500 fee will be charged for any

subsequent failed inspections pertaining to the same request. Inspections are pass-fail. The types of inspections include: (1) Pre-Construction, (2) Site Work & Foundations, (3) Superstructure (Framing), (4) Rough-In Systems, (5) Building Envelope, (6) Interior Finishes, (7) Final System Inspections, and (8) Final Inspections. The City cannot issue a Certificate of Occupancy (CO) until the building passes the final inspection. A building requires a CO before it can be occupied and used.

4. As the Senior City Inspector, it is my job to schedule inspections when requested by the contractor, and to follow up as appropriate, either with successive inspections if necessary or by providing a release allowing construction to continue to the next phase. I conduct the inspections personally, and I coordinate schedules with other appropriate professionals depending on the type of inspection (plumbing inspector, fire marshal, health inspector, etc.) It is also my responsibility to enter all inspection results in the city's access portal as each successive step is completed. This is the city inspections listing I was talking about.

5. I conducted the following required inspections at 10 Main during the construction phase:

A. Pre-Construction: This was not so much an inspection as a filing of the appropriate plans and building permit requests. An environmental and soil erosion test is also done at this point before site work can begin. As noted, this was completed January 17, 2023.

B. Site Work & Foundations: This inspection is made after trenches are excavated and before concrete is poured. I conducted this inspection at 10 Main on June 15, 2023. As part of this inspection, I confirmed compliance with approved plans and building codes. I inspected the locations of the footing trenches and pier holes, as well as the foundation walls. It is not my job to make sure the plans are designed correctly. If the contractor is mixing concrete, I would also inspect the concrete foundation materials. In this case, that was not necessary because the contractor planned to use ready-mixed concrete. Ready-mix means it is concrete prepared off-site and brought in with large "cement mixing" trucks. Ready-mix allows for greater consistency than

on-site preparation for concrete. The plants preparing the concrete also have the ability to monitor weather conditions and humidity so additives can be added to the mix to either speed up or slow down the curing process of the concrete. They can also add fiberglass fibers and other such fillers to strengthen the concrete being poured. This is especially helpful in foundations, footings, and vertical columns. I have never seen a job with ready-mix fail from a concrete composition or materials position.

C. Superstructure (Framing): This inspection is made after the roof, framing, fire blocking, and bracing are in place, and all electrical wiring, plumbing, chimneys, HVAC ducts and vents are installed and ready to be covered up. I conducted this inspection at 10 Main on October 5, 2023. As part of the framing inspection, I checked various aspects of the framing. For example, I verified the framing adhered to design specifications and codes, including truss bearing, lumber grades and sizes, hanger installation, and bracing. I checked for proper installation of fire-blocking and draft-stopping to prevent the spread of fire. I also checked things like stair framing and handrails to ensure building code compliance. I also checked to make sure no insulation had been installed, because passing the framing inspection is required before a contractor is permitted to install insulation.

D. Rough-In Systems: I conducted this inspection at 10 Main on January 6, 2024. I ensured the framing had not been damaged by the installation of plumbing, mechanical, or electrical systems. The plumbing was checked to ensure code compliance, and I conducted the required pressure test on all plumbing supply and waste lines. The building at 10 Main is an all-electric, so there were no gas systems to inspect. As far as the electrical systems, I tested all light switches, fixtures, appliances, and receptacles using a multimeter, and confirmed that they were working. I also confirmed that every outlet was attached to a ground wire and producing the correct voltage. There was no exposed wiring.

E. Building Envelope: I conducted this inspection at 10 Main on February 1, 2024. Insulation was properly installed and met all building codes and

regulations. After the insulation inspection passes, the contractor is allowed to close the walls with the interior finishes, like the sheetrock and trim.

F. Interior Finishes: On March 6, 2024, I conducted the inspection of the interior finishes. This includes checking all sheetrock, ensuring fire-resistant construction, and ceiling grid installation. Basically everything before paint and carpet go in.

G. Final System Inspections: This was conducted on March 15, 2024 and evaluated all the interior functions throughout the building including Electrical, Plumbing, HVAC, Sprinklers, and Fire Alarms.

H. Final Inspections: This is essentially a final walkthrough with the Fire Marshal, my office, and the Health Inspector as a last check before issuing the Certificate of Occupancy (CO).

6. When I arrived at my office on the morning of March 27, 2024, I had a voicemail from Jess Maldonado advising me that construction on 10 Main had been completed the previous day, and requesting a final inspection. I was able to set the inspection up for April 1. I recall that Jess Maldonado was present during the final inspection. It is standard practice for the general contractor to follow me during the final inspection.

7. I met Jess Maldonado on site on April 1, 2024. Jess seemed nervous, or maybe just impatient – constantly kept checking the time on a phone, and said something about a flight to Utah. Anyway, I knew immediately when I entered the building that something was wrong. Within minutes of arriving, I observed cracks in the walls and flooring of the building. I took photographs of the cracks, and they have been marked as Exhibit #7. This concerned me because there was no evidence of any cracking in the concrete during my prior inspections. These cracks seemed to have developed very quickly. There was one large crack, which I measured to be approximately ten feet long, on the left side of the building lobby. I then noted two smaller cracks, approximately two feet long each, on the right-side wall of the lobby. The second floor of the building was set up as an open office space. The floor was carpeted, so I did not see any cracks in the floor, but I did see several cracks on the walls. One was approximately two and a half feet long, and there were two smaller cracks, each around 12 to 18 inches long. All of these cracks were greater than

one-eighth of an inch wide and the widest was about a half-inch wide. The top floor contained a suite of offices. I went through each of the offices and did not see any cracks. I did note, however, that the floor was carpeted and the walls had recently been painted. I was alarmed and very concerned about the structural integrity of the building. As I said, I do not want buildings collapsing on my watch.

8. The final inspection for 10 Main took place on April 1, 2024. The inspection was a failure due to cracks in the concrete slab and walls. A copy of the report detailing the failures can be found on what has been marked as Exhibit #6.

9. During construction and during my previous inspections before the final inspection on April 1, 2024, I did not notice anything out of the ordinary. Again, I am very thorough and observant. I did not find any regulatory or building code violations during any of these construction-phase inspections. Everything seemed on track.

10. Of course, I could not issue a Certificate of Occupancy for 10 Main. Jess Maldonado was livid, but what could be done? The cracks were plainly visible to anyone walking in the front door. I have not been contacted for a follow-up inspection, so I assume the issues have not been fixed. In any case, the building cannot legally be occupied as is.

11. I am positive these cracks were not present during my prior inspections before the building was completed. I am very thorough and methodical in my inspections. It is true that each of the other inspections focuses on a specific phase of construction like framing or insulation, but it would have been hard not to see those cracks. I know I could not have missed anything that obvious.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Corley Toomey

Corley Toomey

Plaintiff – Corley Toomey – Senior City Inspector

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

C.H. Graves

C.H. Graves, Notary Public
State of South Carolina
My Commission Expires: 12/10/29

Affidavit of
Jess Maldonado (Defendant – Owner, Maldonado Construction, LLC)

1. My name is Jess Maldonado. I am 55 years old. I am the owner and managing operator of Maldonado Construction, LLC, a construction company duly organized and existing under the laws of the State of South Carolina.

2. I was born in Boulder, a small town in South Carolina, and raised in a family of builders. Everyone always seemed to have a hammer in their hand. I built Maldonado Construction into a well-known name in the local construction industry. We have crews operating throughout South Carolina and Georgia on a variety of different projects from residential, to commercial, to government contracting. In fact, I won the contract for the last expansion to the newest medium-security prison in Columbia. It was a lot of work, and we came in ahead of schedule and under budget. I know I bragged about beating deadlines – I think it is important to deliver early.

3. I currently split my time between my home in Boulder and a second home in Park City, Utah. I have been passionate about skiing since I was a kid, when I first strapped on tiny rental skis and wobbled my way down the bunny slope. I still remember the excitement of those first runs. That early spark grew into a lifelong love. In my twenties and thirties, I spent all of my free time on the slopes, chasing fresh powder, carving early morning runs, and relishing every moment in the snow. Even now that I'm in my fifties, I still love to ski whenever I can.

4. I hold a bachelor's degree in construction management from East Carolina University and possess several professional certifications in project management and safety. I believe doing the job right means keeping everyone safe and on schedule. Over the last 32 years I have seen just about every challenge the construction world can throw at you, from tight deadlines to surprise weather events.

5. Over the course of my career, I have managed numerous commercial and residential construction projects and have developed a deep understanding of standard construction practices, building codes, project scheduling, and quality assurance. My approach to construction is both resilient and collaborative, and I work closely with my team to effectively navigate project challenges and ensure successful outcomes.

6. Back on December 1, 2022, representing Maldonado Construction, I entered into a written contract with ABP Developers, the developer, for building a brand-new office building at 10 Main Street in East Jasper. That contract is marked as Exhibit #3. We called this project “10 Main”. I remember that I had submitted a solid, competitive bid that they couldn’t say no to. Of course, ABP Developers accepted my wonderful bid.

7. I could tell Avery Pince, the owner of ABP Developers, was anxious to get started. I had met many developers like Avery before. Young, ambitious, and arrogant. It was clear from the moment we met, Avery wanted to prove something to everyone in East Jasper. I also knew Avery had been holding onto the property since 2020. No developer, especially a young one with a new business and something to prove, wants to hold onto a piece of property for long. You don’t make money like that. Despite the arrogance, I liked Avery. Avery was a proud business owner, just like me. Avery wanted the project to succeed, and so did I.

8. After we signed the contract, Avery handed over the official building plans, and I got my team ready to work. The building plans are marked as Exhibit #1. Under this contract, Maldonado Construction was responsible for both the site work and the vertical construction. We started preparing the site immediately. The site prep work lasted from about January 2023 through March 2023.

9. There’s a lot that goes into site preparation before the actual building construction can even start. First, we clear everything off, old structures, trees, debris, and so forth to make way for the new building. We then compact the soil to prepare it for the vertical construction. As part of this process, we survey the land and test the soil to make sure it can handle the foundation. After that, we level and excavate the ground according to the plans, digging out where the foundation and utilities will go. We also coordinate with utility companies to locate and prepare connections, while putting in place erosion control to keep the site safe and clean. Finally, we set up access roads, fencing, and safety measures to protect the crew and equipment. All these steps make sure the site is solid and ready for the building to rise without a hitch.

10. Now, I'm proud to say we run a tight ship, but even the best crews hit bumps sometimes. While prepping the site, we ran into a big surprise – we found debris from some old construction buried underground that nobody mentioned in the surveys. This junk wasn't in the plans and it really slowed us down. I'm talking about unexpected trash, rubble, stuff that made us pause and rethink whether the original foundation plans were adequate. But here's the thing – I don't back down from a challenge. I even returned early from my trip. I had planned my entire winter around the FIS Freestyle Ski World Cup in Park City, Utah, held every February at Deer Valley Resort. It was supposed to be a break, a chance to breathe mountain air, watch the world's best aerialists and mogul skiers defy gravity, and forget about everything else for a while. But three days in, around February 7, 2023, I got the call from my foreman, Harold Raines, stating the crew found some old construction at the site for 10 Main. And just like that, I had to pack my bags and leave. I didn't even get to see the finals. I felt cheated, like the one thing I'd been looking forward to all year had been ripped away before it even really began.

11. On my way back, I called Avery to make sure Avery knew about the debris. I explained everything in detail. I invited Avery to look at the site and to send anyone Avery would like, including the structural engineer who drafted the plans, to take a look. I thought it was important for Avery and the engineer to see the debris, and to see how we cleaned the debris and got the site prepared a second time. You'd think the developer and the engineer would want to see the site, but they didn't. Avery said, "I'm really busy right now with some other projects." I think Avery had sunk too much money into this building and was trying to make up the money from other jobs.

12. Even though that debris threw us off schedule my crew worked around the clock, pulling double shifts to catch up. We pushed hard to get the project back on track, proving that when things get tough, we get tougher. We made it work and did not go back to Avery to renegotiate payment for the problem. If I were to do the numbers, we saved at least 10,000 dollars that we could have requested for the additional complication. I was able to return to Park City. Although the sting of missing the World Cup lingered, a rush of excitement welled up as I clicked into my skis. The snow was pristine, the air sharp and

clean, and the mountains stretched out before me like an open invitation. I admit I was not always around for the entire construction of 10 Main because we started the project at the peak of ski season, but I knew it was in good hands and under control. Every site we have has a designated foreperson responsible for day-to-day oversight. As I mentioned, the foreperson for this job was Harold Raines. Harold is the best in the business! We've worked together for over thirty years. Unfortunately, Harold is currently off the grid. I think on his sailboat somewhere in the Caribbean.

13. Once we finished prepping the site, my crew hit the ground running on April 1, 2023, ready to build that office building like pros. The deadline? April 1, 2024. That's what we promised in the contract. Easy for us, we don't just meet deadlines, we beat 'em. The developer and the City Inspector, Corley Toomey, showed up around every few months or so to check out our progress during the routine inspection process. I know I attended the inspections on June 15, 2023; October 5, 2023; and the final inspection on April 1, 2024. Let me tell you about every one of the inspections. Flawless. Not a single complaint, defect, or problem was ever mentioned before the final inspection. You can look at the city inspections listing marked as Exhibit #5 to see how thoroughly things were progressing. Not a single failed inspection in the run-up to the final inspection. I was present for the inspections and can tell you how on top Maldonado Construction was during the build of 10 Main. I mean, when you've got a crew like mine, that's just what you get, perfection. And here's the kicker – we wrapped up the entire construction on March 26, 2024. Four whole days ahead of schedule! That's right. We finished early, and we finished strong. Nobody delivers like we do. When it comes to building, Maldonado Construction is the best there is, no contest.

14. So, after we crushed the construction ahead of schedule, here comes April 1, 2024. The Inspector Toomey rolls up to take a look at the finished building. And guess what, the inspector starts pointing out cracks in the walls and the flooring. Yeah, cracks. Suddenly, there were all these serious questions about whether the building was safe or solid. I received a copy of the failed inspection report marked as Exhibit #6. I'll be honest, I was surprised. We did everything by the book, and we followed all the architectural plans and

designs, and my team worked their tails off to make this place rock solid. But this inspector wasn't buying it and made a big deal about the cracks, saying there might be a structural issue. That's when things got interesting.

15. The inspector raised concerns about the cracks in the walls, the flooring, all that. I didn't panic. I said, "Alright, let's bring in the pros and figure out what's really going on." I stand by my work. Always have, always will. We got a structural expert on-site, and after they took a good, hard look, they found that the cracks weren't because of anything my crew did. Nope. The issue came down to a design flaw, something baked into the original plans the developer gave us. In other words, we built it exactly the way we were contracted to. Now, I won't point fingers, but let's call it what it is – we built the building to spec, plain and simple. You can't blame the cook for a bad recipe. I didn't design the thing; I just made it happen.

16. We followed their plans to the letter, and we made sure every nail was hammered right, every beam was properly supported, and every detail matched the blueprint down to the last measurement. Our team ensured all visible work was completed to code and passed inspection; and took a practical approach to staying within project timelines and budget constraints.

17. As the managing owner of the company, I generally oversaw the construction of 10 Main. I was also responsible for overseeing the finances for the construction. All funds allocated to Maldonado Construction, LLC were managed internally, and I maintained discretion over how subcontractors were paid and which project priorities received funding. At the time of the 10 Main project, my company was also handling several other contracts, and I made executive decisions about resource allocation across multiple sites. Because the final payment was contingent upon the issuance of a CO and the city inspector refused to issue a CO, my company has not been paid in full. Maldonado Construction is owed the final 10% under the contract, which is a lot of money. I have come out of pocket to take care of my crew, of course. That's what a good leader does.

18. I want to be clear: I categorically deny that any alleged defects in the project were the result of poor construction practices. All work performed by Maldonado Construction, LLC

was executed professionally, with proper supervision, and in accordance with industry standards. In fact, we are so confident that Maldonado Construction is in the right, we filed a counterclaim for the 10% balance of the contract price that ABP Developers, Inc. still owes us under the construction contract. We expect the jury will agree with Maldonado Construction and award us the full contract amount owed plus all interest owed. To the extent there are issues with the project, it is my professional opinion that they stem from design flaws in the architectural or engineering plans furnished by ABP Developers, Inc., and not from any deficiency in workmanship or construction methods. In my experience, when issues come up after construction is complete, they usually trace back to the original designs. My company has only been sued about five times before, but four of those times were because the respective projects were finished after the completion deadline, and only one time because of an alleged construction defect with the installation of a particular brand of roofing shingles.

19. Looking back, I should have seen the signs that this project was headed for trouble. The developer and the city inspector were both young and inexperienced, and while I tried to give them the benefit of the doubt, it quickly became clear they were not interested in my advice and believed they knew everything already. You know how young folks are these days. I've been in construction for over thirty years, and I've learned that there's no substitute for hands-on experience and sound judgment, neither of which they seemed to have. It was frustrating.

20. Maldonado Construction, LLC fulfilled all contractual obligations under the agreement. We maintained regular communication with project stakeholders, complied with all specified timelines and inspections, and took all reasonable measures to ensure the successful completion of the project. We are proud of our work, and I stand behind it 100%. The construction was professional, well-supervised, and done by people who care deeply about quality.

21. Lastly, I want to comment on the claimed repair cost by East Jasper Foundation Solutions marked as Exhibit #8, and the inspection estimate their own engineer marked as Exhibit #9. These are both ridiculous! It appears to me that ABP Developers, Inc. is just

trying to inflate their case to the jury. This type of double-dipping should be rejected by the courts.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Jess Maldonado

Jess Maldonado

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

Michala Watson

Michala Watson, Notary Public
State of South Carolina
My Commission Expires: 4/3/29

Affidavit of
Nico Styles (Architect)

1. My name is Nico Styles. I am 43 years old and have been in architecture and building design since I was a toddler. Professionally speaking, I have 15 years' experience as a registered architect. I took over my dad's architectural firm in Greenville, South Carolina, where I grew up. My mother was on the fiscal side of the business. She served as an architectural accountant. It was her job to do the analysis of all the costs from the time land was bought and cleared, all the way until the Certificate of Occupancy (CO) is issued. Her side of the job is fascinating and difficult for sure. While I have great respect for it, that was not the side of the business I wanted to be in.
2. Growing up, I was a bit more like my older sister who has a degree in graphic design from Ringling College and works for Pixar. I love the creative side of things when it comes to designing buildings. There are so many amazing things we can do in the production of a building. Things don't have to be cookie-cutter designs, or all monoliths harkening back to design from hundreds of years ago. Advances in technology and materials composition allow us to design buildings in new and innovative ways now.
3. I went to Carnegie Mellon University in Pittsburgh, Pennsylvania for both my undergrad and master's degrees in architecture. I spent 7 years total up there. I must tell you the winters are massively different than here at home in South Carolina. As soon as I could return to warmer weather I moved back to Greenville and started working for my parents' firm. It took another three years to study for and take all the licensure exams, and to provide documentation of the projects I worked on professionally. That documentation is something like a portfolio of work to prove you have the right skills and knowledge to be licensed. Even with school and licensing taking 10 years, I finished faster than average. Across the US, it takes an average of 11.5 years to pass the Architect Registration Exam (ARE).
4. In the 15 years I have been a licensed architect, I have worked extensively in the area of commercial architecture. I have worked on numerous large-scale projects providing design and consulting advice. To put a number on it, my firm has done the architectural design for 34 commercial buildings, including 12 South Carolina state agencies. While I

was not necessarily the primary architect on each of those projects, I was the ARE license holder on all of them, so my review and approval were vital for any of those projects to move forward.

5. In addition to the architectural design side of the business as my parents started so many years before, I have now gotten into the consulting side of the architectural field. Most of the time that means coming in as an outside expert to review plans for developers from other architectural firms they are considering using and occasionally serving as an expert for legal matters such as this. Of course, it goes without saying that I am compensated for my time. The defense in this case hired me for the knowledge and skill I bring to the table. Even though the money is good at over $7,500 plus expenses, I never accept a consulting job I don't believe in. Call it my own morals and ethics.

6. It is the duty of the construction crew to follow plans as provided, not redesign or change plans. Construction companies aren't set up to modify or change plans. They do not have the background or experience to do so. Think of it like baking a cake. Everyone has seen the recipe on the back of a box of cake mix; or has a favorite family recipe for making a chocolate cake. These recipes came into being over a very long period of time with lots of trial and error to get it just right. When you look at the recipe, you follow the instructions exactly because you know there will be a good outcome, the tasty cake. Generally, people do not mess with a cake recipe, because then you don't know what the outcome will be. It is the same thing when building a house, an outdoor amphitheater, or a large-scale commercial building. The construction crew is on a deadline to produce the building according to the plans and specifications provided by the structural engineer, Kendall Ramirez. Those building plans are marked as Exhibit #1. By doing things exactly the way the plans specify, the construction crew relies upon the fact that the structural engineer got it right and developed the plans to adhere to industry standards and account for the site's condition in formulating the plans. Like the cake, that is how a construction crew gets a good outcome, a building that will last.

7. Typically the developer is responsible for analyzing the soil composition, how wet or dry the soil is, prior to starting the design process. I understand that the construction

contract between ABP Developers and Maldonado Construction said that the contractor was responsible for the site preparation information. That is not typical. Anyway, the architects and the structural engineer should consider things like the weather conditions when concrete is expected to be poured and the depth needed for the footings to be dug to ensure the foundation can hold the weight of the building. The Base of Construction Wall Detail marked as Exhibit #2 is a good way to show best practices for design, but does not address the depth the footings should be poured based on different soil types. Those factors are considerations the structural engineer has to consider when developing the plans based on the work of the architect. In reviewing the plans for 10 Main, I see no faults in the process the architect went through, but I have serious concerns about the work of the structural engineer, and I will address those.

8. Change orders happen all the time in construction. Directions are included in the contract on how to make a change order. You can clearly see that in the contract, which has been marked as Exhibit #3. Once ABP Developers was notified that debris was found on site which clearly changed the original site plan design, the structural engineer should have addressed any modifications needed. Then the plans, as modified, would ensure the structural integrity of the building. In this case Maldonado Construction didn't submit a change order for taking out the construction debris because they still believed they could bring the project in at budget and under the deadline. Deadlines are all well and good, but the responsibility and authority to slow the process down or even stop it rests with the developer and the developer's structural engineer. If ABP Developers was concerned with making sure the footings and foundation were done properly, they could have said "slow down" or "stop" at any time. Since the construction crew merely implements the plan requirements as provided, they clearly would have stopped and implemented any changes from the developer.

9. After the debris was found and removed from the site, no one from ABP Developers or their structural engineer did any sort of additional site testing or evaluation. Maldonado Construction were left with a decision to change the site plans on their own or to simply rely on the original design. With no stop order or additional work requests, the

construction crew worked around the clock to ensure the contract deadlines were met. They rotated shifts and completed their work pursuant to industry standards.

10. There were no problems reported during the various inspections, either from the bank or the city inspector. This is evident from viewing the city inspections list, marked as Exhibit #5. I know passing a city inspection does not guarantee there are no construction defects in a project or problems with the work, but it does suggest no issues were detected. Passing the periodic inspections implies the work being inspected in real time was proper, complied with the plans we were provided, and complied with industry standards. In my opinion, reviewing this case, the construction crew adhered to the plans as provided by the structural engineer.

11. Based on my education and experience, the footings should have been dug deeper because of the revised condition of the soil after the debris was found during the site preparation. The structural engineer should have made it clear on the plans that any deviation from the original site condition should be brought to their attention. A stop order should have been issued to retest and re-verify the soil. Even so, most structural engineers I know would over-engineer their plans to make certain that any slight deviation in the actual site design to the expected design would not be a future problem. Saving money upfront on concrete thickness and depth of footings and not being able to utilize the building without substantial additional costs just doesn't make any sense, financial or otherwise. At roughly 200 dollars per cubic yard of ready-mix concrete, adding additional concrete is a bargain compared to the repair costs to further stabilize the foundation of 10 Main down to bedrock. The lack of a CO being issued on 10 Main and the cracks in the building are not the fault of Maldonado Construction. Had the structural engineer done the job of engineering tolerance for the architectural plans built as they relate to the type of soil built upon, none of us would be here today in court.

12. In my expert opinion, you should completely discount the inspection estimate marked as Exhibit #9 and the Plaintiff's repair cost estimate marked as Exhibit #8, at least as they are alleged to be the responsibility of Maldonado Construction. The legal fault which might give rise to these estimates is the responsibility of the parties who designed the

footings and structural components and not the innocent contractor who was given faulty plans and specifications. Some people just don't take responsibility for their own failings.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Nico Styles

Nico Styles

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

Miriam Wrenn

Miriam Wrenn, Notary Public
State of South Carolina
My Commission Expires: 12/08/31

Affidavit of
Riley Johnson (Bank Inspector)

1. My name is Riley Johnson. I am 32 years old and currently work as a Construction Inspector for East State Bank, a regional bank financing construction projects. I was born and raised in Columbia, South Carolina, in a house that was never quiet, thanks to the constant sound of hammers, saws, and blueprints being spread out on the kitchen table. My parents owned a small construction company, and I spent more weekends on job sites than at the mall. I guess you could say I grew up with concrete in my veins.

2. When I was nine years old, I witnessed something that has stayed with me for the rest of my life. A building a few blocks from our house, a small office complex still under construction, collapsed suddenly one afternoon. I remember hearing the crash, feeling the ground tremble, and running with my father toward the site. We later learned the structure failed due to design flaws in the foundation. One of the workers, someone my parents knew, was seriously injured. I saw firsthand how dangerous it can be when something isn't built right. It was the first time I understood construction isn't just about making things, it's about protecting lives. Seeing the destruction shaped how seriously I take this job. My background gave me a strong respect for how things should be built – no cutting corners, no skipping steps.

3. I hold a bachelor's degree in construction management, which gave me the technical training I needed to go along with the hands-on experience I already had. I have worked as a construction inspector for over 7 years, specializing in verifying that construction projects meet the requirements for receiving funds from our bank. My job involves inspecting sites at different stages of development and ensuring that the work completed matches approved plans before the next round of financing is released. In layman's terms, I make sure the work being done matches the approved plans before the next check goes out.

4. I visit active construction sites, walk through every stage of the process, and double-check that the contractors are following the rules, codes, and drawings to the letter. Working for East State Bank, I am concerned with more than just the progress of

the construction. I am inspecting the project to let the bank know whether enough work has been completed for funds to be released to the contractor. People's money, safety, and reputation depend on it.

5. Outside of my job, I spend a lot of time running a YouTube channel, "Hammer & Home with Riley" where I teach people how to do home improvement projects themselves. It's not just a hobby — it takes a lot of work to film, edit, and post videos regularly. I've got videos on everything from how to install a tile backsplash to fixing a squeaky door or building a raised garden bed. I even did a whole series on cosmetically redoing a small bathroom with just $500 and a weekend. It's fun, and I love helping people feel confident with tools, but it takes a ton of my time to film and edit my content.

6. As part of my job, I was assigned to monitor the construction project of 10 Main. In this capacity, I have access to the building plans, contract, and city inspection listing as we moved through the process of the build. Those documents were marked as Exhibit #1, Exhibit #3, and Exhibit #5 respectively. I conducted multiple site visits to inspect the progress and make sure everything was being built according to the terms of the construction loan contract. For this job, I was asked to inspect the project six times. If I approve the inspections after the first pre-construction visit, then the contractor can get a certain percentage draw for that period. The first draw was 24%. The next three draws were 22% each. And the final draw, when the project is completed and when the Certificate of Occupancy is issued, is 10%.

7. During my first inspection, which occurred prior to construction, I confirmed all permits, approvals, the readiness of the site, and that no work had started. When I returned for my second visit, I learned the contractors ran into some trouble with the prepping of the site. They ran into unexpected debris from old construction. During my second visit, I saw the site had been prepared and underground work had been completed prior to the pouring of the foundation. Specifically, I ensured all underground utilities, water, sewer, and electric had been installed. I confirmed structural elements were installed per the plans. This included looking at rebar, concrete pours, and

foundation waterproofing. Next, I examined whether vertical construction, steel framing, load-bearing walls, and roof trusses satisfied the specifications. On my fourth visit, I confirmed the building was enclosed and weather tight. The exterior walls were complete, the roof was installed, and windows and doors were in place. Next, I inspected the internal systems before the walls were closed. I checked the HVAC ductwork, electrical wiring, and plumbing lines. During this visit, I also checked the fire sprinklers.

8. On my fifth inspection, I assessed the progress of the interior construction. I looked at insulation, drywall, flooring, ceilings, and doors. At that point, even some painting and trim work had started. Next, I confirmed the systems were operational. Since this was what would have been my next-to-last inspection, I verified the building was near completion. All that was left was a punch list. The only thing left at that point was for the city to issue the certificate of occupancy and I could authorize the final draw.

9. Prior to my visits, ABP Developers requested a draw on the construction loan. I conducted these inspections and authorized the draws, that is, until the final inspection. At no time during my inspections did I observe any improper work or construction that failed to meet the required standards. Each time I showed up, sometimes unannounced, I saw clean, professional work; I saw a crew who were focused and organized. I did not witness any work that looked sloppy, rushed, or out of line with the plans I had on my clipboard. If I had seen something off, I would have suggested that the payment draw be delayed until the problem was corrected. That is what I am paid to do.

10. The only unusual aspect of this project was the limited presence of Jess Maldonado, the owner of Maldonado Construction, during my site visits. On the few occasions I saw Jess, our conversations quickly shifted to skiing, a topic Jess seemed particularly passionate about. Jess had a remarkable ability to steer discussions from construction matters to ski conditions with ease. According to several crew members, Jess spent most of the winter and part of the spring in Park City, Utah, presumably enjoying the ski season

while the crew worked tirelessly to finish 10 Main on a tight schedule and budget. It must be nice!

11. Between planning the projects, filming, editing, answering comments, and uploading videos, my YouTube channel sometimes feels like a second job. There were times when I was squeezing in site inspections between shoots or answering comments on my lunch break. Looking back, I knew I was stretched thin. The truth is the channel is my real passion. I've made a substantial amount of money from it, and I am planning to quit my job as a bank inspector soon so I can focus on it full time.

12. After the cracks were discovered, I made an additional site visit. I remember walking around the site and feeling surprised. Nothing in the earlier stages had pointed to something like this happening. During that visit, I happened to overhear a conversation between Kendall, the structural engineer, and Corley, the city inspector. I was not trying to eavesdrop, I swear. In their conversation, Kendall said something to the effect of, *"I knew we should have gone with deeper footings from the start."* It stuck with me because it suggested the initial design might not have been strong enough for the conditions at the site. It was the tone that caught my attention. Kendall did not sound angry. More regretful, like someone who had trusted the numbers but had a gut feeling things needed more support. Sometimes, it is not the people with the hammers who make the misstep, it's the plan on paper that did not dig deep enough. As the loan originating bank, I received the failed inspection report from the Senior City Inspector marked as Exhibit #6.

13. Based on what I observed during the project, the construction work was carried out properly and in line with the plans provided. There were no signs of shoddy workmanship; I did not witness any shortcuts or violations of the building process. In fact, I would say it was one of the more well-managed sites I have seen recently. The cracking issue may be related to the original design specifications, rather than the construction itself. In my professional opinion, had the engineering design included deeper footings or better accounted for the soil conditions, the structure would likely not have experienced these problems.

14. Because of the failed final inspection, I filed a bank inspection report noting the failures at the building. The report is marked as Exhibit #4. East State Bank will not release the 10% balance of the funds that ABP Developers, Inc. has requested. The bank will not extend any more credit to ABP Developers, Inc. for this job for additional repairs or inspections. In my opinion, ABP Developers Inc. is overextended, and I am surprised that the company is still in business.

WITNESS ADDENDUM

I have reviewed this statement, and I have nothing of significance to add at this time. The material facts are true and correct.

Signed,

Riley Johnson

Riley Johnson

SIGNED AND SWORN to me before 8:00 a.m. on the day of this round of the South Carolina Mock Trial Competition.

A.G. Molli

A.G. Molli, Notary Public
State of South Carolina
My Commission Expires: 12/15/29

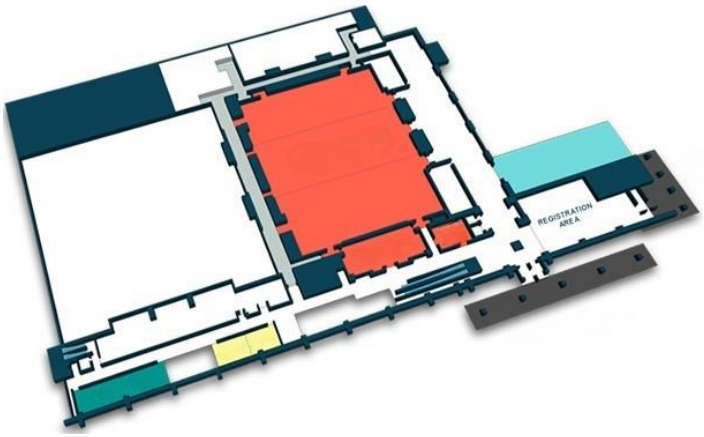
EXHIBITS AVAILABLE TO BOTH PARTIES

The parties have stipulated to the authenticity of the trial exhibits listed below. The Court will, therefore, not entertain objections to the authenticity of these trial exhibits. The parties have reserved any objections to the admissibility of any of these exhibits until the trial of the case. The trial exhibits may be introduced by either party, subject to the Rules of Evidence and the stipulations of the parties contained in the materials.

EXHIBIT #	EXHIBIT DESCRIPTION
1	Building Plans for 10 Main
2	Base of Construction Wall Detail
3	Contract between ABP Developers and Maldonado Construction
4	Bank Inspection Report
5	City Inspections List for 10 Main
6	Failed City Inspection Report
7	Photos of cracks at 10 Main
8	Foundation Repair Estimate
9	Inspection Estimate by Kendall Ramirez
10	Tenant Rental Contract
11	Wedding Reception Contract

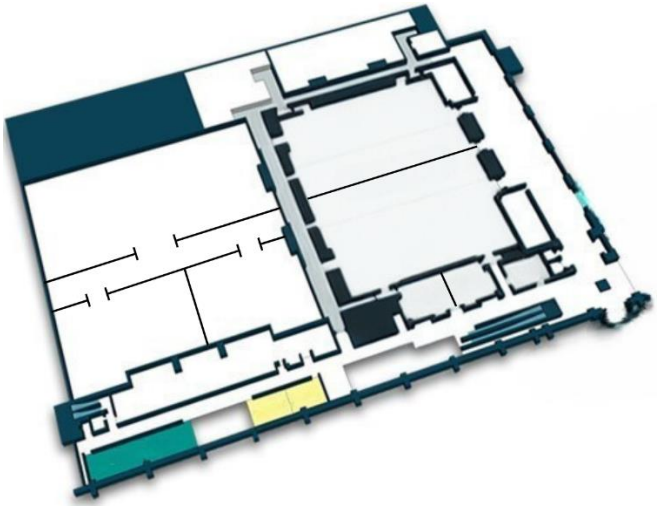
The parties reserve the right to dispute any other legal or factual conclusions based on these items and to make objections to these items based on other evidentiary issues.

Exhibit #1: Building Plans for 10 Main



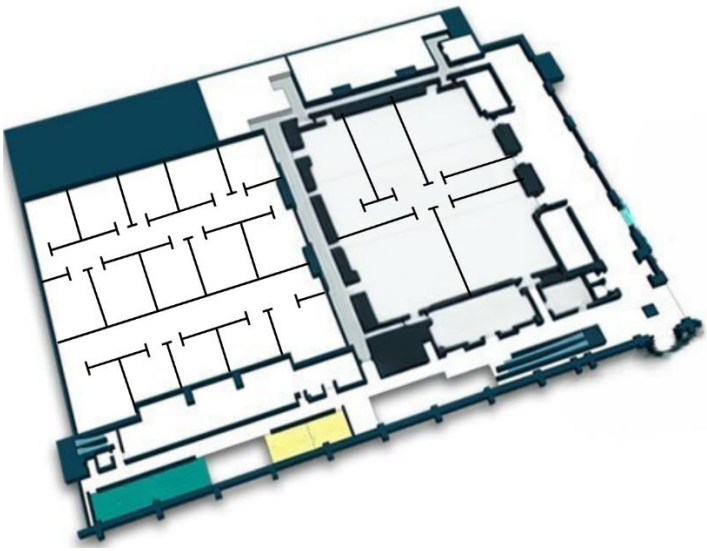
First Floor: 10,325 square feet

- Registration area
- Two grand ballrooms (with airwall dividers)
- Four conference rooms



Second Floor: 10,000 square feet

- Three multipurpose office spaces
- Two executive offices
- Four Conference rooms



Third Floor: 10,000 square feet

- Three executive offices
- 16 offices
- One breakroom
- Three Conference rooms

Exhibit #2: Base of Construction Wall Detail

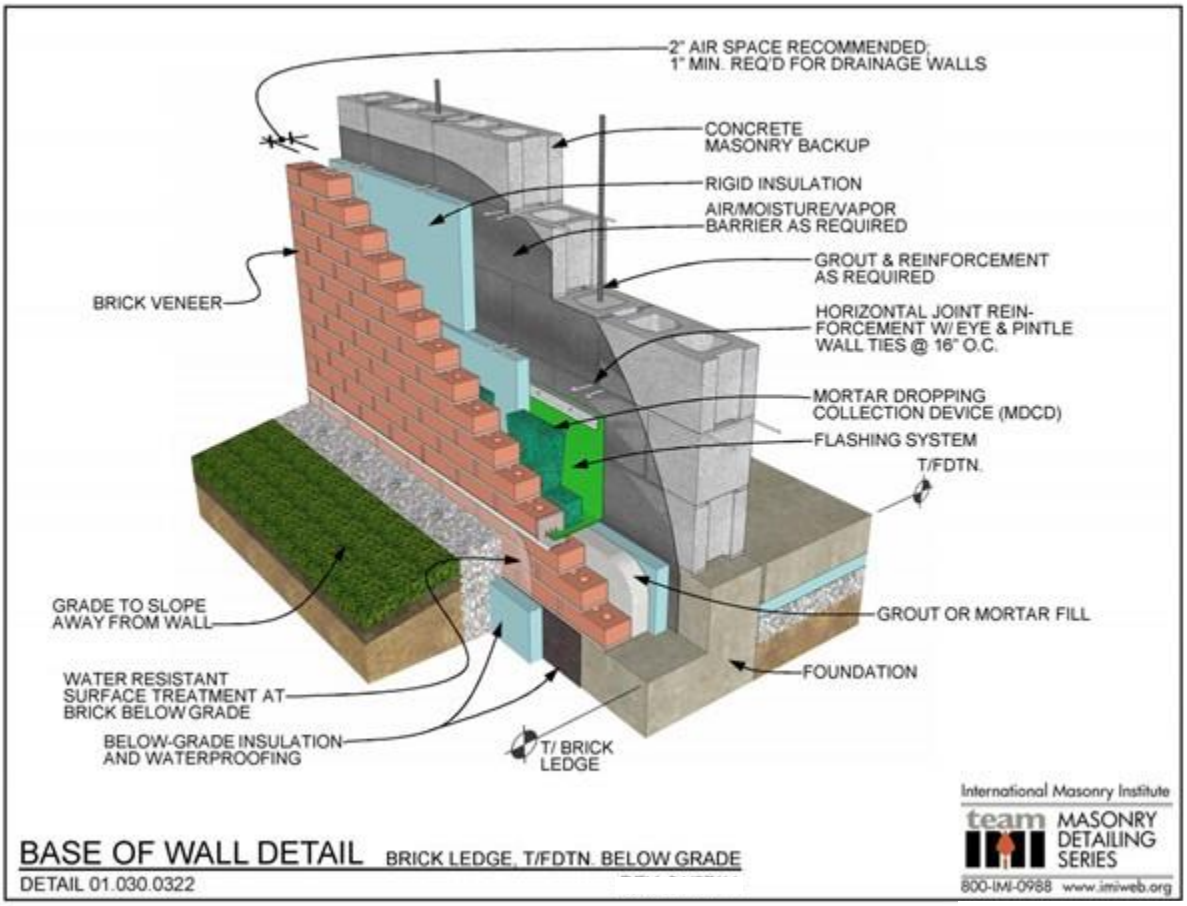


Exhibit #3: Construction Contract (1 of 3)

CONSTRUCTION CONTRACT

This Construction Contract ("Agreement") is entered into and made effective as of December 1, 2022, by and between ABP Developers, Inc., a corporation organized and existing under the laws of the State of South Carolina, ("Developer"), and Maldonado Construction, LLC, a limited liability company organized and existing under the laws of the State of South Carolina, ("Contractor"). The Developer and the Contractor are sometimes collectively referred to as the "Parties" and individually as a "Party."

1. Project Description

The Contractor agrees to furnish all labor, materials, tools, equipment, and services necessary to perform and complete the construction of a new office building located at 10 Main Street, East Jasper, South Carolina (the "Project"), according to plans and specifications provided or approved by the Developer. The Contractor is responsible for completion of the site work and the vertical construction of the building.

2. Contract Price

The Developer shall pay the Contractor a total contract price of $9,615,375 subject to approved changes and adjustments, in accordance with the payment schedule described in Exhibit A attached hereto.

3. Commencement and Completion

- Commencement Date: Construction shall begin no later than March 15, 2023
- Substantial Completion Date: The Contractor shall achieve substantial completion no later than April 1, 2024, subject to extensions as provided herein.

4. Change Orders

Any changes to the scope of work must be approved in writing by the Developer and Contractor through a formal change order process.

5. Permits and Licenses

The Contractor shall obtain all necessary permits, licenses, and inspections required by any governmental authority having jurisdiction over the Project.

6. Warranties

The Contractor warrants that all work performed and materials supplied shall be free from defects in workmanship and materials for a period of one (1) year from the date of substantial completion.

The Contractor warrants that it will comply with all applicable building codes, regulations, and industry practices.

Exhibit #3: Construction Contract (2 of 3)

7. Insurance
The Contractor shall maintain general liability, workers' compensation, and builder's risk insurance as required by applicable law and provide proof of such coverage to the Developer upon request.

8. Indemnification
The Contractor agrees to indemnify and hold harmless the Developer, its agents, and employees from and against any and all claims, damages, liabilities, and expenses arising out of or resulting from the Contractor's performance under this Agreement.

9. Termination
This Agreement may be terminated by either Party upon written notice in the event of a material breach that is not cured within ten (10) days after notice thereof.

10. Governing Law
This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina.

11. Entire Agreement
This Agreement, including any exhibits or attachments, constitutes the entire understanding between the Parties and supersedes all prior negotiations or agreements, whether written or oral.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date written above.

ABP Developers, Inc.
By: Avery B. Pince
Name: Avery B. Pince
Title: Business Owner
Date: December 1, 2022

Maldonado Construction, LLC
By: Jess Maldonado
Name: Jess Maldonado
Title: Owner
Date: December 1, 2022

Exhibit #3: Construction Contract (3 of 3)

Exhibit A – Payment Schedule

1. Initial Payment and Schedule of Balance of Payments

1.1: Initial Payment: The Initial Payment is waived.

1.2 Balance of Payments: Owner shall tender the balance of payments on the following schedule and the completion of the project:

1.2.1: Owner shall tender 24% ($2,307,690) of the estimated total cost of the project upon completion and confirmation of the sitework and footing installation.

1.2.2: Owner shall tender 22% ($2,115,385.50) of the estimated total cost of the project upon completion of the confirmation of the rough-in/framing

1.2.3: Owner shall tender 22% ($2,115,385.50) of the estimated total cost of the project upon the completion of the installation of the utilities in the project.

1.2.4: Owner shall tender 22% ($2,115,385.50) of the estimated total cost of the project upon the completion of all components of the building and the start of the finishes in the building.

1.2.5: Final Completion payment: Owner shall tender the Final Completion payment of the balance 10% ($961,528.50) of the total cost of the project. Completion for the purpose of this agreement shall be defined as the date on which owner is issued an official Certificate of Occupancy by the governing body with jurisdiction over the property.

Exhibit #4: Bank Inspection Report (1 of 2)

EAST STATE BANK

FINAL INSPECTION REPORT – COMMERCIAL PROPERTY – 10 Main
Date of Inspection: April 2, 2024
Inspector Name: Riley Johnson
Bank/Institution: East State Bank
Loan Number: EJ8648773846
Borrower/Owner: ABP Developers
Property Address: 10 Main St. East Jasper, SC 29900

Purpose of Inspection
This final inspection was conducted as part of the closing requirements for the bank's commercial loan disbursement. The purpose is to confirm that the property improvements have been completed in accordance with approved plans and specifications, and to identify any material deficiencies that may affect the value or structural integrity of the asset.

Observations and Findings
During the course of the physical inspection, the following material deficiencies were observed:

1. Cracking in Flooring

a) **Location(s):** Observed in multiple areas of the ground-level interior of the finished concrete flooring, including the main retail space and adjacent utility room.

b) **Description:** Cracks vary in size from hairline to approximately 1/4 inch in width. Some cracks appear to run the length of structural expansion joints, while others are irregular and traverse across the concrete surfaces.

c) **Potential Cause(s):** Possible causes include differential settlement, shrinkage during curing, or underlying subgrade movement. Additional evaluation may be necessary to determine if structural reinforcement or subfloor correction is needed.

2. Cracks in Interior and Exterior Walls

a) **Location(s):** Interior cracks noted along load-bearing walls near entryways and rear storage areas. Exterior cracking noted near window casings on the southern elevation.

b) **Description:** Wall cracks are vertical and diagonal in nature, ranging from minor hairline fractures to visible separations exceeding 1/8 inch. Several cracks at wall joints suggest potential movement or foundation shifting.

Exhibit #4: Bank Inspection Report (2 of 2)

c) **Potential Cause(s):** The observed pattern suggests possible structural settlement or inadequate foundational support. These issues may worsen over time without remediation.

Recommendations

a) **Structural Engineer Assessment:** Immediate evaluation by a licensed structural engineer is recommended to determine the extent and underlying cause of the cracking. The engineer's report should specify whether the damage is superficial or structural in nature.

b) **Remedial Action:** Depending on the engineer's findings, repairs may be required to restore the structural integrity of the property. This could include foundation stabilization, crack injection, or partial reconstruction of damaged wall sections.

c) **Hold on Final Loan Disbursement:** Until a professional assessment is completed and necessary repairs are confirmed, I recommend withholding final disbursement of loan funds.

Conclusion

The observed cracks in the flooring and walls raise significant concerns regarding the structural soundness of the building. These deficiencies must be addressed to protect the bank's collateral interest in the property. I recommend that further professional evaluation be completed prior to the loan's final approval and closing.

Inspector Signature: Riley Johnson

Date: 4/2/2024

Exhibit #5: City Inspections Listing (1 of 2)

Inspection Report – 10 Main Commercial Building

1. Pre-Construction

Completion Date: January 17, 2023

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Site Plan Approval	Zoning / Planning Dept	Zoning compliance, easements, setbacks, stormwater mgmt.	✓ Completed
Building Permit Review	Building Dept	Code compliance for structural, MEP, fire, ADA	✓ Completed
Environmental / Soil Erosion	Environmental Agency	Runoff protection, soil stability	✓ Completed

2. Site Work & Foundations

Completion Date: June 15, 2023

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Erosion Control Inspection	Environmental / Engineering	Silt fences, tree protection, drainage BMPs	✓ Completed
Footing Inspection	Building Dept / Structural	Rebar, soil bearing capacity	✓ Completed
Foundation Wall / Slab	Structural / Building Dept	Anchor bolts, vapor barrier, formwork	✓ Completed
Underground Utilities	Plumbing / Mechanical	Sewer, water, conduit inspections	✓ Completed

3. Superstructure (Framing)

Completion Date: October 5, 2023

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Structural Steel	Structural / Special Insp.	Welds, bolting, layout	✓ Completed
Wood or Metal Framing	Building Dept	Stud spacing, bracing	✓ Completed
Fireproofing	Fire Marshal / Special Insp.	Steel member protection	✓ Completed
Shear Wall / Lateral Bracing	Structural / Building Dept	Shear panels, hold-downs	✓ Completed
Floor Deck / Roof Deck	Structural / Fire Marshal	Deck integrity, drainage openings	✓ Completed

4. Rough-In Systems

Completion Date: January 6, 2024

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Rough Electrical	Electrical Inspector	Conduit/wiring layout, grounding	✓ Completed
Rough Plumbing	Plumbing Inspector	Pipe sizing, pressure testing	✓ Completed
Rough HVAC	Mechanical Inspector	Duct routing, equipment install	✓ Completed
Fire Sprinkler Rough-In	Fire Dept / Engineer	Piping layout, coverage	✓ Completed
Fire Alarm Rough-In	Fire Marshal	Panel and wiring checks	✓ Completed

Exhibit #5: City Inspections Listing (2 of 2)

5. Building Envelope

Completion Date: February 1, 2024

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Insulation & Vapor Barrier	Energy / Building Insp.	R-values, air sealing	✓ Completed
Window/Door Installation	Building Dept	Egress, flashing, seals	✓ Completed
Roofing	Building / Structural	Decking, underlayment, membrane	✓ Completed
Exterior Finishes (EIFS, Brick)	Building Dept	Water barrier, flashing	✓ Completed

6. Interior Finishes

Completion Date: March 6, 2024

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Drywall / Screw Inspection	Building Inspector	Fasteners, fire-rated wall compliance	✓ Completed
Fire-Resistant Construction	Fire Marshal / Building Dept	Draft-stopping, fire walls	✓ Completed
Ceiling Grid Installation	Building Dept	Layout, seismic bracing	✓ Completed

7. Final System Inspections

Completion Date: March 15, 2024

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Final Electrical	Electrical Inspector	Panel labeling, AFCI/GFCI, test function	✓ Completed
Final Plumbing	Plumbing Inspector	Flow, leaks, venting	✓ Completed
Final HVAC	Mechanical Inspector	System commissioning, air flow	✓ Completed
Fire Sprinkler Final	Fire Dept / Engineer	Flow test, alarms	✓ Completed
Fire Alarm Final	Fire Marshal	Functional testing, control panel	✓ Completed

8. Final Inspections

Completion Date: April 1, 2024

Inspection Type	Inspector/Agency	Purpose / Key Checks	Status
Fire Marshal Final	Fire Marshal	Emergency lighting, signage, extinguishers	✓ Completed
Building Final	Building Dept	❗ Cracks in floors/walls on 1st floor – structural issue	❌ Failed
Health Department	Health Inspector	Cleanliness, sanitation	✓ Completed
Certificate of Occupancy	Building / Fire Dept	Delayed – pending structural review	❌ Delayed

Exhibit #6: Failed City Inspection Report (1 of 2)

CITY OF EAST JASPER
Department of Building Inspection
Final Inspection Report – Commercial Property

Property Address: 10 Main Street
Inspection Date: April 1, 2024
Inspector: Corley Toomey, Senior Building Inspector
Inspection Type: Final Inspection – Certificate of Occupancy (CO)

Inspection Summary
The subject property is a newly constructed or renovated three-story commercial building totaling approximately 30,000 square feet. The final inspection was conducted to determine compliance with applicable building codes and to assess eligibility for issuance of a CO.

During the inspection, several material concerns were observed which impact the structural integrity and life safety of the building. These deficiencies prevent the building from passing final inspection and preclude the issuance of a CO at this time.

Findings

1. Structural Cracks – First Floor

- Multiple visible cracks were discovered in both flooring and load-bearing wall systems on the first floor.
- Cracks range from superficial to more pronounced, raising concerns regarding foundation settlement, slab integrity, or potential sub-grade movement.
- Cracks are present in multiple areas, suggesting a systemic issue rather than isolated damage.
- No engineering report or structural analysis has been provided to evaluate or explain these conditions.

2. Suspicious Wall Areas – Second Floor

- Several wall sections on the second floor appear to have been recently painted over or textured in a manner that conceals the original condition.
- When inspected visually and physically, these areas display irregularities inconsistent with new construction standards.

Exhibit #6: Failed City Inspection Report (1 of 2)

- Lack of transparency regarding what is being concealed raises concern for potential violations such as unpermitted repairs, moisture damage, or fireproofing deficiencies.

3. Wall and Floor Areas – Third Floor

- All wall sections on third floor show signs of fresh paint, consistent with new construction.
- Third floor freshly carpeted.

4. Lack of Documentation

- No structural engineer's report or third-party assessment was provided for the observed cracks and concealed wall areas.
- No corrective action logs, repair documentation, or material compliance records were submitted for review.

Conclusion and Recommendation

Due to the unresolved and potentially hazardous conditions outlined above, **this property does not meet the minimum requirements** for structural safety under the current Building Code (BC), local amendments, and applicable municipal standards.

The building has been marked as "FAILED" for issuance of a Certificate of Occupancy.

Occupancy or use of the premises is strictly prohibited until the following are completed:

1. Full structural evaluation by a licensed professional engineer regarding first-floor cracking.
2. Destructive testing or removal of wall finishes on the second floor to expose concealed areas for inspection.
3. Submission of all repair documentation and engineering certifications.
4. Reinspection following corrective measures.

Inspector Signature: Corley Toomey

Corley Toomey
Senior Building Inspector
City of East Jasper
License/Badge #: 602IF
Date: April 1, 2024

Exhibit #7: Photos of Foundation and Wall Cracks at 10 Main

Exhibit #8: Foundation Remediation Plan (1 of 2)

EAST JASPER
Foundation Solutions

🏢 FOUNDATION REMEDIATION PLAN

Property: 10 Main Street
Prepared By: East Jasper Foundation Solutions Experience

🔍 SITE CONDITIONS

Visible cracking in the **floor slab and first-floor walls** of the structure suggests foundation movement caused by **settlement**, **voids**, and/or **lateral pressure** from expansive soils. Immediate remediation is required to prevent further structural degradation.

🛠️ SCOPE OF WORK & SOLUTIONS

1. Foundation Stabilization with Helical Piers

Install **37 helical piers** to bedrock or competent load-bearing strata (25–30 ft depth average) beneath key structural points and perimeter walls. Piers will arrest further settlement and can be used for potential lift.

- **Unit Cost:** $2,500 per pier @ 37 piers
- **Total: $92,500**

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2. Slab Crack Repair and Void Fill (If needed)

Inject **high-density polyurethane foam** beneath the 10,000 sq ft slab area to fill voids and lift sunken sections. This addresses both the cracking and differential settlement of the floor.

- **Unit Cost:** $10 per sq ft @ 10,000 sq ft
- **Total: $100,000**

---

3. Carbon Fiber Wall Reinforcement

Install **15 epoxy-bonded carbon fiber straps** along vertical wall cracks and bowing sections to restore structural integrity and resist future lateral movement.

- **Unit Cost:** $600 per strap @ 15 straps
- **Total: $9,000**

Exhibit #8: Foundation Remediation Plan (2 of 2)

4. Exterior Waterproofing & Drainage Improvements
Excavate foundation perimeter to apply waterproof membrane, install new footing drains with clean-outs, and correct grading. This reduces hydrostatic pressure and prevents water intrusion.

- **Unit Cost:** $100 per ft @ 400 linear ft
- **Total: $40,000**

---

5. Interior Crack Injection (if needed)
Seal 100 linear ft of wall and floor cracks using **structural-grade epoxy and polyurethane foam**. This restores integrity and provides water resistance.

- **Unit Cost:** $125 per linear ft @ 100 linear ft.
- **Total: $12,500**

---

6. Foundation Monitoring System – 10-Year Coverage
Install a comprehensive foundation movement monitoring system using **tilt sensors, crack gauges**, and remote data logging for long-term analysis. Includes **quarterly reporting** for **10 years**, specific to commercial building standards.

- **Total: $15,000**

💰 **TOTAL PROJECT COST**

Repair Component	Cost
Helical Piers (37 units)	$92,500
Slab Crack Repair (10,000 sq ft)	$100,000
Carbon Fiber Reinforcement (15)	$9,000
Exterior Waterproofing (400 ft)	$40,000
Interior Crack Injection (100 ft)	$12,500
Monitoring System (10-Year Plan)	$15,000
TOTAL PROJECT COST	**$269,000**

🗓️ **PROJECT TIMELINE**

- **Permits & Engineering Review:** 1–2 weeks
- **On-Site Execution:** 4–5 weeks
- **Monitoring Activation:** Begins immediately post-repair, with 10-year coverage

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✅ **WARRANTIES**

- **Helical Piers:** Lifetime transferable warranty
- **Carbon Fiber Straps:** 25-year manufacturer & installation warranty
- **Waterproofing:** 10-year limited warranty
- **Slab Lifting & Crack Injection:** 5-year warranty against re-separation
- **Monitoring System:** Full service and support for 10 years.

Exhibit #9: Inspection Estimate by Kendall Ramirez

GENERAL INSPECTION ESTIMATE
Prepared By: Kendall Ramirez, Professional Engineer
Property: 10 Main Street

Per request from the property owner of 10 Main Street, the following estimate to perform a forensic investigation of the cause of the visible cracking in the floor and the structural components of the ground floor of the property at 10 Main Street has been prepared. This is just an estimate and, if additional, unforeseen conditions are encountered during the inspection, the costs could increase. The engineer's time spent supervising the testing, which is estimated to take no less than two full days, is included in the price per square foot of the excavation. Moreover, it is assumed that 75% of the foundation and slab must be examined. The time drafting the report after the inspection is billed at the engineer's contract hourly rate.

---

1. Excavation to examine footings, etc., under the first floor slab

- **Unit Cost:** $25.00 SF
- **Total SF:** 10,000 SF x 75% = 7,500 SF
- **Total: $187,500**

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2. Equipment Rental

- **Unit Cost:** 60 days = $25,000.00
- **Total: $25,000**

---

3. Draft final report (approximately)

- **Unit Cost:** $195/hour x 12 hours
- **Total: $2,340**

💰 **TOTAL ESTIMATE**

Work	Cost
Excavation/examination	$187,500.00
Equipment Rental	$25,000.00
Draft final report (approx.)	$2,340
TOTAL ESTIMATE	**$214,840.00**

Exhibit #10: Tenant Rental Contract for 10 Main (1 of 2)

OFFICE SPACE RENTAL AGREEMENT

This Office Space Rental Agreement ("Agreement") is made and entered into this 15th day of March, 2024, by and between:

Landlord: ABP Developers ("Landlord")
Address: 10 Main Street, East Jasper, South Carolina 29901

Tenant: Palmetto Sky Legal Associates ("Tenant")
Address: 1060 West Main Street, Columbia, SC 29201

1. Premises

Landlord hereby rents to Tenant, and Tenant rents from Landlord, approximately 10,000 square feet of office space located on the third floor of the building known as 10 Main, located at 10 Main Street, East Jasper, South Carolina 29901 ("Premises").

2. Term

The initial term of this Agreement shall be for one (1) year, commencing on July 1, 2024, and ending on June 30, 2025, unless terminated earlier in accordance with this Agreement.

3. Rent

Tenant agrees to pay to Landlord annual rent in the amount of $245,000.00, payable in twelve (12) equal monthly installments of $20,416.67, due on the first (1st) day of each month.

Payments shall be made to:
ABP Developers - East State Bank

A late fee of 5% of the monthly rent will be applied to any payment not received within five (5) days of the due date.

4. Security Deposit

A security deposit equal to 10% of the annual lease ($24,500) shall be paid with the signed delivery of this lease. The security deposit shall be held by the Landlord as security for the full and faithful performance of Tenant's obligations under this lease. Upon any breach of the foregoing obligations by Tenant, Landlord may apply all or part of the security deposit as full or partial compensation. Any unapplied balance shall be returned to the Tenant at successful completion of the lease terms.

5. Renewal Option

Tenant shall have the option to renew this Agreement for one (1) additional term of one (1) year, by providing written notice to Landlord no less than ninety (90) days prior to the expiration of the initial lease term.

The annual rent for any renewal term shall be subject to an increase of up to 2%, at the discretion of the Landlord. The Landlord shall provide written notice of the new rental rate at least sixty (60) days prior to the start of the renewal term.

Exhibit #10: Tenant Rental Contract for 10 Main (1 of 2)

All other terms and conditions of this Agreement shall remain in full force and effect during any renewal term unless otherwise agreed in writing.

6. **Additional Access**
   Tenant shall have access to and use of the conference rooms and ballroom space located on the first floor of 10 Main, subject to availability and scheduling policies. This access is included in the rent.
7. **Use of Premises**
   The Premises shall be used exclusively for general office purposes by Palmetto Sky Legal Associates and shall not be used for any other purpose without prior written consent of the Landlord.
8. **Maintenance and Repairs**
   Tenant shall maintain the Premises in a clean, orderly condition. Landlord shall be responsible for major structural repairs and maintenance of building systems and common areas.
9. **Utilities**
   Tenant shall be responsible for utilities supplied to the Premises, including electricity, water, internet, and janitorial services.
10. **Insurance**
    Tenant shall carry commercial general liability insurance and property insurance for its contents. Landlord shall insure the building structure.
11. **Assignment and Subletting**
    Tenant shall not assign or sublet the Premises without the prior written consent of the Landlord.
12. **Termination**
    Upon expiration or earlier termination of this Agreement, Tenant shall vacate the Premises and return them in good condition, normal wear and tear excepted. Early termination still requires full annual payment.
13. **Governing Law**
    This Agreement shall be governed by and interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LANDLORD:

Avery Pince

Authorized Representative
ABP Developers
Date: 3/15/2024

TENANT:

James Rasci

Authorized Representative
Palmetto Sky Legal Associates
Date: 3/15/2024

Exhibit #11: Wedding Reception Contract for 10 Main

VENUE RENTAL CONTRACT

This Agreement is made and entered into on January 10, 2024, by and between:

Venue: 10 Main
Contact: Phillip James
Phone: 803-555-5139

Client: Liz Maddox
Address: 109 Woodlawn Dr., East Jasper 29900
Phone: 803-555-0321

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1. Event Details

Event: Wedding Reception
Date: Saturday, September 7, 2024
Reception Time: 5:30 PM – 11:00 PM
Guest Count: 200

2. Venue Access

Setup Access:

- Friday, September 6: 4:00 PM – 6:00 PM
- Saturday, September 7: 9:00 AM – 5:30 PM

3. Provided Amenities

- Use of Large Ballroom at 10 Main
- Sixty (60) 60-inch round tables with 200 chairs
- Linens for all guest tables
- One (1) 20’ x 20’ wooden dance floor
- Tables for food and beverage stations

4. Payment Terms

Total Rental Fee: $7,500 (includes insurance and security)
Deposit Due (Non-refundable): $750 upon signing
Remaining Balance: $6,750 Due no later than August 7, 2024

5. Terms and Conditions

- Client is responsible for any damage caused by Client or guests.
- Outside vendors must comply with venue policies.
- Alcohol service must follow local/state regulations.
- Cancellation must be made in writing. Deposit is non-refundable.
- Venue reserves the right to refuse access if payments are not current.

6. Signatures

Client – Liz Maddox
Signature: __Liz Maddox_____ Date: ___Jan. 10, 2024_____

Venue Representative – Phillip James
Signature: __Phillip James_____ Date: ___Jan. 10, 2024_____