

Jan 11 17 06:58p

Cathy Ritchie

843-524-6156

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## FAX DOCUMENT

To: Governor Nikki Haley

From: Cathryn Ritchie

Re: Request for Assistance

The Honorable Nikki Haley

Office of the Governor

1205 Pendleton St.

Columbia, SC 29201

December 31, 2016

Dear Governor Haley,

My name is Cathryn Ritchie, and I currently reside in Beaufort, SC. As a CRNA (nurse anesthetist), I stayed to help man Beaufort Memorial Hospital and the evacuation during hurricane Matthew in October, and would like to applaud your management of the evacuation and return of Beaufort residents and patients during this unfortunate event.

I must say, as a professional person, that I never dreamed of needing to solicit assistance with my personal affairs, however my experiences with new home construction, subcontractors who left without finishing jobs to file bankruptcy, a primary contractor who became ill when the foundation was being poured, never to return, a suboptimal back up contractor who made poor choices for less-costly construction items and who failed in surveillance of workers and building code requirements. In fact, I later learned that the back-up contractor's license was not renewed in June, 2008, while the CO was not issued until June 2009, meaning that I had "no licensed contractor" orchestrating my home construction for the entire last year of construction.

Also, construction insurance was not maintained after January, 2009, leaving me with no coverage for damages emanating from a plumbing leak in an upstairs bathroom in March, 2009. The builder failed to provide a builder's warranty to cover issues during the first 3-5 years after construction, as mandated by the bank's building contract, and construction contract. I have found no one here willing to

Unfortunately, my bank processed the builder's final payment, which I was holding for leverage against unfinished projects, and the many, many items that I purchased personally that appear on the List of Materials. The agreement with the bank included a stipulation that I would approve every draw by the builder, and I was contacted for permission to pay the contractor on all previous draws (except the last one). I was denied access to project disbursements on several occasions by Andy Banks.

I moved into the home in September 2009 when temperatures were mild. However, in January 2010, I returned to find that my home would not heat, and it was 45 degrees outside. While sleeping in front of the fireplace for warmth, a heating and plumbing visit revealed that only ONE of the home's THREE 'zone' systems was connected and functional, the other two units were found coiled up on the ground underneath the home with no control panel. How can this happen? Where were the county CODE representatives, as there was obviously no inspection here? To make a long story short, I incurred over \$18,000 dollars to diagnose the problem, attempt 2 unsatisfactory repairs, and finally replace and re-route all of the ductwork, and have a second HVAC unit installed on the second level due to suboptimal heat planning/requirements.

Additionally, I paid to have repair work on the upstairs bathroom that incurred water-damage from a plumbing leak while the home was uninsured, and to finish work left undone (Barrister door, trim finishing, etc), and to repair a large hole on left side of home from duplicate dryer vents.

Not long after moving in, I noticed that the windows would not open. The supplier came and changed the sliding inserts, which did not help, and then the manufacturer out of Columbia came, and changed the inserts again. After several years of living with windows that were totally nonfunctional, and eventually failed return calls from the manufacturer, I was forced to consult a products liability attorney. Issues identified include faulty installation, but primarily faulty window construction (failed pressure and leak testing). Many of the windows had rot. The fascia board surrounding many windows was found to be significantly rotted at the time of inspection. I am sorry to say that this window issue has been in litigation for 2.5 years now, entering second round of mediation in February 2017, even though the judge asked for a settlement during first mediation.

I have also discovered that much of the trim work in this home consists of "pressed cardboard," which cannot be sealed, accumulates water like a sponge, and cannot be repaired. Consequently, I have had to replace some of the trim work in as all susceptible areas, including the bathrooms (3.5), laundry

room, and exterior door entrance. I can assure you, I did not pay for "pressed cardboard." Cardboard should never have been used in areas "at risk" for water damage. As expected, my efforts to locate the trim subcontractor to address trim issues have been unsuccessful.

In addition to all of these construction issues, I have incurred significant expenses for a two and a half year "plumbing-related" lawsuit, that I should never have been a party to. Before closing on my former home, I was required to replace the plumbing (polybutylene). I hired a company to replace all of the plumbing. One year after purchase, the buyer had a small water leak from the master bath, into the master bedroom. On inspection by the installing plumbing company, two, 2 ft. sections of polybutylene were noted in both showers (lower, low pressure conduits), which were not leaking. However, a copper fitting adjacent to the shower was found to have a leak. This was a long case, but the plaintiff was trying to say that I knew about the residual polybutylene pipe, she refused insurance inspection as directed by her attorney, and dramatized many health-related issues the problem caused.

The Plaintiff's attorney was permitted to change the complaint multiple times, up to the point of mediation. I was accused of frauding the plaintiff by colluding with the plumbing company to leave the polybutylene. Again, the leak was from a copper fitting. Even the plumbing company was trying to shift some blame toward me. This was an easily remedied problem initially, but plaintiff's attorney thought they had a big money-maker. The mediation attorney was perplexed as to why I was involved in this case, but felt that both sides were using me as a pawn. The plaintiff lost in trial. I mediated out, at a total cost of \$42,000 in attorney and case-related fees. I was the only party paying legal fees out of pocket in this case? How can innocent people be "sucked into" a case for which they had no responsibility whatsoever. How can a judge see any link here, ordering that I continue to be a party because there were "too many conflicting facts in this case?"

In addition to the above, I have had significant unresolved issues with covenant and aquaculture/mariculture violations in my current 4 parcel development, which have cost me \$15,000 in attorney fees. Even though I need resolution of these significant, ongoing problems, I have had to stop due to inadequate finances. These issues involve the Beaufort County Zoning and Assessor's offices, and include converting a barn to a home, changing property lines after the home was under contract, and having 3 homes on one lot (none of which are permitted by the property covenants). There is mariculture and aquaculture fraud in this small development.

Hillary Austin in the Zoning office worked with Ms. Snyder (the property owner) in permitting her convert the barn to a house, without consideration for the property covenants, and assisted here in obtaining mariculture and aquaculture status for 2 large, ponds that were allowed to overgrow. Interestingly, Ms. Snyder was the property developer, and accordingly was responsible for drafting the development's covenants. She was aware that converting a barn to a house was in violation of the covenants. I have talked to Ms. Snyder on several occasions, informing her that the pond located 110 ft. from my front porch has created "safety issues" for me, as I can no longer see cars approaching until they are in my front yard. Also, the smell in the summertime, when birds are present is obnoxious.

Ms. Snyder decided that she no longer wanted to keep the ponds manicured, so she let them overgrow with garbage plants, then applied for aquaculture and mariculture status, which served to increase her property value, and decrease her property taxes. The pond located directly in front of my home would be labeled a "thicket," rather than a pond, as it contains very little water (mostly overgrown vegetation).

In effort to avoid filing for bankruptcy, I am in need of selling both of the properties that I own here. My rental (19 Belle Isle) home incurred considerable non-covered damages during hurricane Matthew, and I have had to replace a dock (\$9,200), 7 outdoor ceiling fans (approx. \$1,500), roofing (\$500), and repair a ceiling leak (\$600), and general yard clean-up (\$400). It has been for sale off and on for 5 years. I have had to remove my primary residence from the FOR SALE list until the window issue is resolved and the windows replaced, and other deficiencies are corrected. I have lost a ridiculous amount of money in the construction of this home to include "double paying" for construction items personally purchased that were not refunded.

Very recently, I became aware that the roof and fascia board on my primary residence have significant rot in 4 areas, which will require significant repair. I have spent months trying to locate the subcontractor, including multiple certified letters, to no avail.

I recently learned that Beaufort Memorial Hospital will be severing all CRNAs, effective 4/30/17, so I am in the process of soliciting a new job. I have no idea at this point how much longer it will be before the windows are replaced in this residence, making a quick sale most unlikely.

As a professional who has always been financially responsible, I find myself trapped in many very unfortunate and unnecessary circumstances spanning seven years now which have totally "consumed" me. I returned to work at Beaufort Memorial Hospital in 2001 (15 years now) following a 33 month

total disability, and eventually decided to build a home, settle in, and retire. It is apparent at this point that none of this will come to fruition. It saddens me that businesses are held neither responsible nor accountable, that banks can violate construction agreements, that contractors can work "unlicensed," and that subcontractors can do whatever trade they choose, whether competent or not, under a contractor's license. Governing bodies fail in their job roles. Questions remain unanswered. Government employees make decisions that fall outside of their domain (Assessor/Zoning). I am asking for your assistance in these matters, as I have reached a point of not being able to deal with all of this any longer. The adjustable mortgage on my primary residence will be increasing in March. I have been financially defeated.

I filed a complaint with the SCLLR that is currently under consideration (2015-269), however I will not receive any remuneration. If they can find the contractors and subcontractors, maybe a few hands will be slapped, but I do not expect much here.

I will forward a copy of the SCLLR complaint, as it details some of the construction issues in more detail. I would be happy to forward attorney names and case numbers for the plumbing and windows litigation, and covenant violations, if you would like to review these. In the event you need more information regarding problems with the Assessor's Office and Zoning Office, I will be happy to provide names and supporting material. I believe that the bank was negligent in the home construction, as they should have been monitoring licenses insurance coverage, and made the final pay-out without my permission.

Any assistance that you can give in helping to resolve these matters would be greatly appreciated. Thank you very much for your kind consideration. I understand that your time is very limited right now, as you prepared for your new role at the U.N.

Sincerely,

*Cathy L. Ritchie, DNAP CRNA*

Cathryn L. Ritchie, DNAP CRNA

11 Belle Isle Farms Drive

Beaufort, SC 29907

843-524-6156 h

843-263-1647 c

cathyritchiecrna@gmail.com

## 1) Plumbing Litigation

Civil Action No. 2012-CP-07-4139

State of SC, County of Beaufort, Court of Common Pleas

Patricia Deller, plaintiff vs. Lohr Plumbing INC, Re-Max Island Realty, and Cathy Lynn Ritchie

## 2) SC/LLR

SC Dept LLR, Contractor Licensing Board

File # 2015-269. J.R. King

## 3) Covenant Violation / Bell Isle Farms

Attorney: Benjamin Coppage, Coppage Law Firm

843-694-1696

ben@coppagelawfirm.com

## 4) Windsor Windsor Litigation

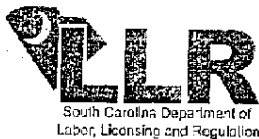
Harper Segui, AHA

P.O. Box 1483

Mt. Pleasant, SC 29465

843-494-5576

Firm: Whitfield, Bryson, & Mason LLP  
900 Morgan St.  
Raleigh, NC 27603



**OFFICE OF INVESTIGATIONS AND ENFORCEMENT  
RESIDENTIAL BUILDERS COMMISSION  
COMPLAINT FORM**

For Consumer Complaints Against:

Residential Builders, Residential Specialty Contractors and Home Inspectors

Please complete and return to this office for review in order to determine if this complaint falls within the scope of the statutory authority of the Residential Builders Commission. Please answer all questions so that your complaint can be processed as soon as possible. Failure to answer all questions could result in delays in processing and/or request for additional information.

*Please provide supporting documentation, specifically 1) a copy of the estimate, invoice, contract or cancelled check(s) that links the builder to your home; 2) a copy of the building permit application, available from the local building official; 3) a copy of the certificate of occupancy for new home, available from the local building official; and 4) a copy of your "right-to-cure" letter to your builder. Additional documents should be directed to the investigator after case assignment.*

You will be provided written confirmation of your complaint upon the opening and assignment of the case and a final disposition letter when the matter is concluded.

Your Name: (Complainant)

Ritchie Cathy Lyan  
Last First M.

(Please Print)

11 Belle Isle Farms Drive

Mailing Address

Beaufort SC 29907-2387 Beaufort  
City State Zip Code County

(843) 524-6156 843-263-1147

Home Phone Day Time Phone

E-mail Address cathy.ritchie@scdwr.com

gmail.com

Address of Subject Property

Beaufort SC 29907-2387

City State Zip Code

Complaint Against: (Licensee/Respondent)

King James E  
Banks Richard A  
Last First M.

(Please Print)

Banks & King LLC

Company Name

P.O. Box 955 no longer in business

Mailing Address

Beaufort SC 29901

City State Zip Code

E-mail Address

(Banks) (843) 906-3477 7960 county 016296 state

Day Time Phone

License #



Additional Information Regarding Dispute Resolution

- A. Does your contract contain an arbitration clause?
- B. Have you and Licensee/Respondent begun arbitration concerning this construction?
- C. Have you begun a civil action concerning the items in your complaint?

Yes ☒ No ☐Yes ☐ No ☒Yes ☒ No ☐Window issues  
only, these for

Outline directions to site of property involved in the dispute. Directions should be to a specific reference point in your area to allow the Investigator to proceed directly to the location. Attach a map or draw a sketch on a separate sheet using highway and road numbers, names and other landmarks.

802<sup>E</sup> onto Lady's Island. Continue on 802 E (San's Point Road) for 7-8 miles. You will pass the Royal Pine subdivision on left, and Coosaw Point subdevelopment on left. Approx 1/2 mile after passing Coosaw Point, you will cross the Lucy Creek Bridge. The first PAVED road to the right is Ganet Point. Turn right on Ganet. In exactly 1 mi, you will come to a sharp right turn. Make the turn, and Belle Isle Farms will be immediately on left. Pass through brick columns. #11 is the brown house on the left.

10-30-15

Date

Cathy L. Ritchie

Complainant Signature

Sworn to before me this 30<sup>th</sup> day of October, 2015

Notary Public

State of

South Carolina

My Commission Expires June 18th, 2020

Return completed form to:  
 SC Department of Labor, Licensing and Regulation  
 Office of Investigations and Enforcement  
 Post Office Box 11329  
 Columbia, South Carolina 29211-1329  
 Telephone: (803) 896-4470  
 Fax: (803) 896-4656

Facts Regarding Your Complaint:

## A. About your agreement:

- (1) Did you enter into: written contract ☒ verbal agreement ☐
- (2) **Attach** a copy of your written contract to this complaint. ☒
- (3) Total cost for work to be performed: \$ \$30,728

B. Work performed for: New Construction ☒ Repair/Remodeling ☐ Home Inspection ☐

- (1) **Attach** a copy of your building permit (if applicable). ☒
- (2) If new construction, has Certificate of Occupancy been issued? Yes ☒ No ☐
- (3) **Attach** a copy of the Certificate of Occupancy. ☒
- (4) What is approximate age of the home? 6 yrs
- (4) If repairs or remodeling, date work started January, 2010 date work completed ongoing issues

C. Have you hired an attorney to assist you in this matter? Yes ☒ Addressing windows No ☐

If answer is yes, please provide name and address.

Harper Segui  
 Name of Attorney  
P.O. Box 1483  
Mount Pleasant, SC 29465  
 Mailing Address

Whitfield, Bryson, <sup>only</sup> & Maize, LLP  
 Name of Firm  
900 W. Morgan St.  
Raleigh NC 27603  
 City State Zip Code

Phone: (615) 494-5576harpersgui@gmail.com

Briefly explain your complaint and list the specific items needing correction. Briefly describe events in the order in which they occurred. **Attach** copies of supporting documents such as proposals, contracts, invoices, cancelled checks (front & back) and any 3<sup>rd</sup> party inspection reports. *Do not send documents such as photographs, DVD's, and CD's.* Those items may be provided to the investigator after case assignment. Attach additional sheets if necessary.

I purchased lot for 11 Belle Isle Farms in June of 2006. House plans were secured with Tim King in August & Sept, 2007. Home construction commenced in October, 2007. In Sept, 2007 Mr King told me that he was having some extensive surgery on his face, advising me that he would be recuperating for a few weeks.  
(see narrative)

LLR, Office of Investigations and Enforcement, Complaint Form

Mr. Todd Bond

Page 2. Description of the Complaint

I purchased the lot for 11 Belle Isle Farms in June, 2006. House plans were secured with Jim King (co-contractor) in August and September, 2007. Home construction commenced in October, 2007. In Sept. 2007, Mr. King discussed his upcoming surgery with me, advising me that he was having some "extensive" surgery on his face, and that he would be recuperating for a few weeks. As it turned out, he was unable to participate in further construction, and became effectively disabled, even though he continued to be compensated by Banks and King for construction of my home. Unfortunately, this left me with only Andy Banks as contractor. I came to find out later that Mr. Banks' contractor license was not renewed in June, 2008, meaning that I "had no licensed contractor working on my home for more than 1 year." Twenty-one months elapsed from the beginning of construction to COA, twenty-three months for occupancy. Every phase of the construction was delayed, as contractors were working multiple jobs, and return 6 months later only to forget what they had been doing at my home (i.e. using the wrong color grout on the lower ½ of the master shower). Others left without ever completing their jobs (HVAC system, trim work, functional windows). Most went on to file bankruptcy after working on my home, only to reappear under a different logo, or working as a sub under a licensed contractor. None of them could be located when issues became apparent. Included in Addendum A are:

- A.1. Contractor information for Richard A. Banks and James R. King III.
- A.2. Building Permit Application, including subcontractors for 11 Belle Isle Farms.
- A.3. Building Permit for 11 Belle Isle Farms.
- A.4. Certificate of Occupancy for 11 Belle Isle Farms.
- A.5. Construction Agreement.
- A.6. Inspection Reports.
- A.7. Allowance Items.
- A.8. Reconciliation Form. This is the only itemization of expenditures that I received from Andy Banks during the entire construction period, and it is very inaccurate.
- A.9. Construction Estimate

1. Approximately 1 month before COA issued, I was visiting the house and found a plumbing leak in the upper right bathroom, emanating from the toilet, which had saturated the entire bathroom floor. I cleaned up the water, and placed a large cup under the leak and called Mr. Banks, who lived 1 mile from

my home to report the leak, believing that he was coming to assess the problem. The following day, I returned to find an even larger water mess, as Mr. Banks had not visited. At this point it was apparent that all of the trim work and bottom vanity were waterlogged, and would need repaired. The plumber appeared and fixed the commode leak, but there was never an offer to assess and repair the damage. I could hear some heated conversation between Mr. Banks and the plumber regarding "no liability insurance."

November 30 -Dec 10, 2009. I contracted with Michael Oleson to replace damaged trim in upper right bathroom, finish trim work on upstairs Barrister doors, and repair a "pie sized hole" in the siding on right side of house (duplicate dryer vent), none of which were repaired by Mr. Banks. Cost was \$1,054.88 (labor and materials). See Addendum B.1.

2. In January, 2010, the first cold episode since occupancy, I returned from my daughters in Charlotte, NC to find that my house was extremely cold, and that the HAVC system was not working adequately. On Jan. 4, 2010, a representative from Carolina Air came to check the system. He found that only one zone of the purported 3 zone system was connected to a motherboard, the other two systems were coiled up on the ground under the house, and there were no motherboards for them; the damper was not wired in; and that the flexible duct work was torn and crimped (probably from small animals). I slept on the living room sofa in front of the fireplace for warmth for weeks while trying to contact "Sun Country" to repair the system. Instead, the company was no longer in business, and I could not reach anyone to discuss repairs. Mr. Banks was consulted regarding the lack of heating in the house- he offered nothing. Cost, a \$90 service fee.

On February 21, 2010, I contracted with Air Works Certified Test and Balance LLC to install a 3 zone motherboard and 14 inch air return in the house. Cost \$1,350. Addendum B.2. Although the heating improved somewhat to the central portion of the house, it continued to be inadequate in the Master bedroom and bath, and laundry room areas. Cooling was also inadequate. It became apparent that a single 3.5 ton HVAC unit was inadequate to meet the needs of the house based on square feet and ceiling height.

By the end of 2010, I began to solicit bids on adding a second HVAC system to the upper level, converting from a 3 zone system to an upper-lower 2 unit system. In the interim, malfunction continued, and Dean Custom Air (Addendum B. 3.) was called on 1/14/11 for diagnostics, discovering a misplaced "white wire" in the zone board, and an air-handler control board that was not energizing the heat strips. Dean Custom Air returned on 1/20/11 to replace the heat strips and replace a control board. During the repair work, they discovered that the damper motor for zones 1 and 2 was not closing the dampers when the zones were "off." The charges for both visits, \$430.

February through April, 2011, I solicited bids for adding a second unit to the upstairs, converting to a upper-lower system, and replacing the ductwork with rigid duct that would be impermeable to small animals. After considering 6 bids, I contracted with ARS. In May, 2011, ARS installed a 2 ton TRANE system and replaced all ductwork, tying into the existing HP system. The cost was \$14,800. On June 14,

2011, ARS was called to evaluate the newly placed non-functional system. The air-handler system drip pan was full of water, the drain line was clogged with "insulation," and the main duct box was found to have not been secured and consequently off the unit. Additionally, no air filters were inserted at installation. The representative emptied the drain pan, re-attached the duct box, and cleared the clogged drain line. The charges (\$311.50) were covered by the warranty. On July 25, 2011 ARS was again consulted due to inadequate cooling, and system noise. The system was checked and found to be 1 lb off, so 1 lb of R-22 was added, and the system was operating normally. The cost was \$149. On August 2, 2011, ARS was called due to system malfunction. The thermostat was not working, so a new Pro 5000 thermostat was installed. On December 13, 2011 ARS was called due to duct noise, they tightened the veins on the supply grille in the bedroom and laundry room, which corrected the problem. On June 30, 2012, ARS came to check the system and found it to be up and running. Addendum B. 4. The lower level unit was serviced several times, motherboard replaced x 2, evaporator coil cleaned, replaced blower wheel and bracket, etc. The cost was \$690.

3. A huge problem has been the Windsor hurricane impact windows. At the time of move-in, I noticed that I could not raise the windows, tried to work with them for several months, and at that point, I called the Builder's First Source, which was the place of purchase. They came several times, but

through. The Warranties section of the Banks and King Construction Agreement states that the contractor provides the owner with the most recent edition of the 2-10HB Warranty Booklet, that such warranty is incorporated into the agreement as the sole warranty provided to the purchaser. Arbitration of disputes after closing are submitted to binding arbitration as per the most recent edition of the HBW Limited Warranty Booklet. Not only was the 2-10 HBW warranty booklet never given to me, I later learned from the 2-10 HBW warranty center, that Banks and King had never registered me under the warranty.

5. Richard A. Banks functioned as sole contractor during 90% of the construction. In June, 2008 his contractor's license was not renewed, yet continued to function in a contractor's capacity during the LAST YEAR of my home's construction. He did notify me or the bank that he was not licensed. He continued to pay Jim King even though he was not functioning as a contractor. In addition, he failed to provide requested documents (disbursement lists), to field questions regarding materials (needed a few roof tiles), and to address ANY PROBLEM that arose after construction.

6. There have been several problems at the bank level: failure to maintain current contractor license information/status; failure to ensure that appropriate liability insurance was in place during construction; and making the final construction disbursement without my permission. The BB&T Construction Loan Agreement is available. This agreement states (Section 3.9) that satisfactory evidence of hazard and liability insurance coverage including type and coverage and amount is required.

7. I have serious concerns about the competencies of contractors and the county's code inspectors. How does a trained inspector miss HVAC zone coils lying on the ground, obviously uninstalled, or failed correction of identified problems (hole in the house), or windows that will not go up or down. I have seen too many suppliers that do not know their businesses, and who don't care if you are satisfied with their work. I will never build another home here, and have encourage many of my co-workers to never build a home in Beaufort, SC.

8. The painters were terrible. Some areas of the home received only primer, no paint. I am now dealing with rotten fascia board on the left side of the garage that will need repaired. I ended up paying \$1,000 to have upper trim re-painted.

9. I can tell you that I personally purchased many items that are listed on the Allowances form to include all Drexel door handles; all appliances; powder room vanity, sink, marble top, backsplash, sink, faucet, mirror and light; all bathroom sinks, faucets, mirrors, bath hardware; 70% of lighting; A significant portion of tile to include slate, decorator tile for showers, all decorator tub-surround tile in master bath; master bath air tub and hardware. I am in the process now of compiling a list of my expenditures for the construction, and will forward this to you if needed.

As you can probably ascertain, I have just been totally "stressed out" for 6 years now, with the construction of this home. Many things happened that should not have during this process, and no one wants to be responsible. I certainly hope that you can help me with these problems. Please feel free to call me with any questions that you might have. I look forward to hearing from you.

Sincerely, Cathy Ritchie

A handwritten signature in cursive script, appearing to read "Cathy Ritchie". The signature is written in dark ink on a white background.